



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the tenant for the return of double his security deposit and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were sent by registered mail to the landlord on September 16, 2010.

The tenant and the landlords agent appeared; gave affirmed testimony; were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issue(s) to be Decided

- Is the tenant entitled to the return of double his security deposit?

### Background and Evidence

This tenancy started on July 01, 2009. The tenancy agreement provided shows the applicants' brother named as the tenant and the applicant states he did not sign the tenancy agreement as he was out of the country at the start of the tenancy. He testifies that he moved into the rental unit on July 04, 2009 and the rent was paid from their joint

bank account. Rent for this unit was \$1,525.00 per month and was due on the first day of each month. The tenant paid a security deposit of \$762.50 on June 19, 2009.

The tenant seeks the return of double his security deposit. The tenant testifies he gave the landlords agent and the landlords daughter his forwarding address in writing on the day they did the move out condition inspection with him. The tenant states his deposit was not returned to him within 15 days of providing the landlord with his forwarding address in writing and therefore he seeks to recover double his deposit. The tenant states that during the move out inspection the landlords' agent asked him to sign the inspection report and agree the landlord could keep his security deposit. The tenant states he did not agree to this so refused to sign the report.

The landlords' agent testifies that he did not receive the tenants forwarding address in writing and has no knowledge that this was given to him or his sister on the day the move out inspection took place.

### Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. In this matter the tenant has the burden of proof to show he gave the landlord his forwarding address in writing at the end of his tenancy. When the landlord contradicts the testimony of the tenant and states he did not receive the tenants forwarding address then the tenant would need to provide corroborating evidence to meet the burden of proof. The tenant has not provided any corroborating evidence to show he did give the landlord his forwarding address at the move out inspection. Consequently, the tenant has not met the burden of proof in this matter and his application for the return of double his security deposit is dismissed with leave to reapply.

At the hearing the tenant states that the address on the application for dispute resolution is his forwarding address; therefore the landlord is now considered to have

received the forwarding address in writing as of today January 17, 2011 and must either return the security deposit or file an application to keep it within 15 days of today's date pursuant to section 38 of the *Act*.

### Conclusion

I therefore dismiss the tenants claim in its entirety with leave to re-apply

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 17, 2011.

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Residential Tenancy Branch