



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for an order for the return of double her security deposit. A hearing was originally held on November 18, 2010 at which the landlord was not in attendance. In a decision of the same date, the tenant was awarded double the security deposit. The landlord applied for a review of the decision, the review was granted and the November 18, 2010 decision was suspended until a review hearing had taken place.

The hearing on today's date was the review hearing. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to the return of double her security deposit?

Background and Evidence

The undisputed facts before me are as follows. The tenancy was set to begin on August 1, 2010. The tenant paid a security deposit of \$800.00 on July 13. On or about July 29 the tenant advised the landlord that she would not be moving into the rental unit.

The tenant testified that she gave the landlord her address on July 13 at the time she paid the security deposit. The landlord denied having received the address on that date. The tenant claimed that she also sent her forwarding address to the landlord via registered mail on August 11. The tenant provided no proof of having sent the landlord a registered letter on August 11. The landlord denied having received the forwarding address via registered mail.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address in writing.

I find that even if the tenant gave the landlord her address at the time she paid the security deposit, and I make no finding on that issue, the landlord should not reasonably have expected that this address should serve as the tenant's forwarding address. I find insufficient evidence to show that the tenant served her forwarding address on the landlord at any time after she paid the deposit and therefore I find that the landlord's obligation to deal with the deposit has not been triggered and the tenant's application is therefore premature..

Conclusion

The tenant's claim is dismissed with leave to reapply after she has served on the landlord a copy of her forwarding address in writing. The decision dated November 18, 2010 is set aside and of no force or effect.

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: February 01, 2011

Residential Tenancy Branch