



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### Dispute Codes:

MNSD

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of double the security deposit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### Issue(s) to be Decided

The issue to be decided is whether the Tenant is entitled to the return of double the security deposit paid in relation to this tenancy.

### Background and Evidence

The Landlord and the Tenant agree that the Landlord and the Tenant entered into a tenancy agreement, for which the Tenant paid a security deposit of \$300.00. The parties agree that on October 09, 2010 the Tenant returned the keys to the rental unit and that the Tenant did not occupy the rental unit after that date.

The Landlord and the Tenant agree that the Tenant did not provide the Landlord with a forwarding address until the Landlord was served with the Application for Dispute Resolution on November 07, 2010.

The male Tenant stated that the Tenant no longer lives at the service address listed on the Application for Dispute Resolution. The Tenant provided a new forwarding address at the hearing and the Agent for the Landlord assured me that he had recorded that address.

### Analysis

On the basis of the undisputed evidence provided at the hearing, I find that the Tenant had not provided the Landlord with a forwarding address, in writing, by the time he filed

this Application for Dispute Resolution.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits. In the circumstances before me, the Tenant filed his Application for Dispute Resolution before he served the Landlord with a forwarding address. I therefore find that he filed this Application for Dispute Resolution prematurely and I therefore dismiss the Tenant's application for the return of his security deposit.

#### Conclusion

As the Agent for the Landlord was provided with a forwarding address at this hearing, which he recorded, I find that the Landlord received the Tenant's forwarding address, in writing, on March 18, 2011. The Agent for the Landlord was advised that the Landlord is now obligated to comply with section 38(1) of the *Act*, which was clearly explained to him.

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: March 18, 2011.

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Residential Tenancy Branch