

DECISION

Dispute Codes: MND, MNSD and FF

Introduction

This application was brought by the tenant on March 10, 2011 seeking a Monetary Order for return of his security deposit in double on the grounds that the landlord did not return it with 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to an order for return of the deposit and whether the amount should be doubled.

Background, Evidence and Analysis

This tenancy began on May 1, 2009 and ended on April 19, 2010 pursuant to an Order of Possession for the landlord. Rent was \$699 per month and the landlord holds a security deposit of \$341.50 paid on May 1, 2009.

During the hearing, the landlord's agents gave evidence that they had not made application to claim on the security deposit or returned it with 15 days as they had not been provided with the tenant's forwarding address until they received his Notice of Hearing on March 14, 2011.

While the tenant made claim that he had provided his forwarding address on move-out, he was not able to provide any documentary or corroborating evidence to verify that he had done so.

Analysis

As noted section 38(1) of the *Act* allows a landlord 15 days from the latter of the end of the tenancy or receipt of the tenant's forwarding address to return a deposit or file for dispute resolution to claim against it. Section 38(6) of the *Act* states that if a landlord does neither, they must pay the tenant double the amount.

In the absence of proof that the tenant provided the landlord with a forwarding address, I found that the landlord is deemed to have the address as of the date of the present hearing and had 15 days from the hearing to comply with section 38(1).

Consent Agreement

On hearing that determination, the landlords offered to waive their right to make application for claims in damages substantially greater than the security deposit in double on the provision that the tenant would withdraw the present claim.

The tenant concurred and withdrew the present claim which cannot be brought again.

The parties agreed that this constitutes full and final settlement of the tenancy.

June 21, 2011