



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This conference call hearing was convened in response to the tenant's application for the return of double the amount of the security deposit.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

The tenant submitted three documents three days before the hearing: a copy of the rental agreement, a response from the landlord, and copies of rent receipts. The submission of late evidence is a clear violation of the Rules of Procedure; to accept that evidence would unduly prejudice the landlord and therefore it is not considered in this decision. I did, however, consider the parties' oral evidence.

### Issue(s) to be Decided

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

### Background and Evidence

The rental unit consists of a basement suite. The parties did not dispute that pursuant to a written agreement the tenancy started on May 15<sup>th</sup>, 2010 and ended April 1<sup>st</sup>, 2011. The rent was \$750.00 per month and the tenant paid a security deposit of \$375.00.

The tenant testified that he gave the landlord his forwarding address in writing upon moving out of the rental unit, and he is now claiming double the amount of his security deposit. The landlord testified that she did not receive that notice, that she tried her best to facilitate the tenant during the tenancy in spite of the tenant being consistently late paying rent. The landlord became distraught that the tenant is now making this claim as she believes that the tenant owes her \$160.00.

### Analysis

Section 38(1) of the *Residential Tenancy 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 landlord received the tenant's forwarding address in writing. This timeframe is not triggered by statute until the landlord receives the tenant's forwarding address in writing. The parties' testimony is at odds in that regard. At the hearing the tenant provided his forwarding address, which is the same as the address for service that he provided on his application for dispute resolution. The landlord is hereby put on notice that she is deemed to have received the tenant's forwarding address in writing on August 20<sup>th</sup>, 2011, which is 5 days from the date of this decision. The landlord must either return the tenant's \$375.00 security deposit or make an application for dispute resolution by no later than September 6<sup>th</sup>, 2011.

### Conclusion

The tenant's application is dismissed with leave to reapply. 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: August 15, 2011.

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Residential Tenancy Branch