



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Preliminary matter

The landlord had requested an adjournment of this hearing for medical reasons, however, I believed that the landlord could sufficiently participate for the purposes of this hearing and therefore I denied the request.

Issue(s) to be Decided

This is a request for a monetary order in the amount of \$1850.00.

Background and Evidence

- This tenancy began in March of 2010 and ended in May of 2010.
- The tenant paid a security deposit of \$900.00 in 2010.

- The tenant supplied the landlord with a forwarding address in writing on May 23, 2010 and the landlord admits receipt of that forwarding address.
- The tenant has not given the landlord any written permission to keep any or all of the security deposit.
- The landlord has not applied for dispute resolution to keep any or all of the security deposit.
- The landlord has not returned any of the security deposit.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get written permission from the tenant to keep the security deposit, or apply for dispute resolution, within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit, gotten written permission to keep the security deposit, or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now well past.

This tenancy ended on May 23, 2010 and the landlord had a forwarding address in writing by May 23, 2010, and there is no evidence to show that the tenant's right to return of the deposit has been extinguished. The landlord argued that the address given to her on May 23, 2010 was not the tenants address and therefore was not a proper forwarding address; however there is no requirement under the Residential Tenancy Act for the tenant to provide his own address as a forwarding address, and therefore it is my finding that the landlord has been served with a forwarding address in writing.

Therefore the landlord must pay double the \$900.00 amount of the security deposit to the tenant, for a total of \$1800.00.

I also allow the tenants request for recovery of the \$50.00 filing fee.

Conclusion

I have issued an order for the respondent to pay \$1850.00 to the applicant.

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: October 13, 2011.

Residential Tenancy Branch