



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD

Introduction

This hearing dealt with an application by the tenant filed on November 01, 2011 for an order for the doubling portion of the original security deposit.

The hearing was conducted by conference call. Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the tenant entitled to the doubling provisions of the Act in respect to the security deposit?

Background and Evidence

The relevant undisputed facts before me are as follows. The tenancy began on May 1, 2011 and ended on September 26, 2011. At the outset of the tenancy the landlord collected a security deposit of \$400. At the end of the tenancy the tenant and landlord had a verbal agreement the tenant would go to the landlord's mailbox to "pick up" the security deposit. The tenant testified that she subsequently provided the landlord (landlord's husband) with a forwarding address on October 29, 2011 and the landlord personally provided the tenant with a cheque for the full security of \$400 deposit two(2) days later on October 31, 2011. The landlord testified they received a note in their mailbox on October 20, 2011, apparently from the tenant, which contained the tenant's forwarding address, but subsequently provided the security deposit personally.

Analysis

Section 38(1) of the Act states 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 have testimonial evidence from the landlord that the tenant provided her forwarding address in writing which was received by the landlord October 20, 2011. The landlord's legal obligation to deal with the deposit was not triggered until the landlord received the forwarding address *in writing*. The landlord elected to return the full deposit October 31, 2011, and elected to give it personally to the tenant. As a result, the tenant is not entitled to the doubling provisions of Section 38 of the Act.

Conclusion

The tenant's claim **is dismissed** without 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: January 17, 2012

Residential Tenancy Branch