



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing dealt with an application by the tenant to for double recovery of the security deposit. This matter was originally heard on December 14, 2011. The landlord applied for and was granted a review consideration, and I was assigned and conducted a new hearing on this application.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the tenant entitled to double recovery of the security deposit?

Background and Evidence

The tenancy began on April 15, 2011. At the outset of the tenancy, the tenant paid a security deposit of \$400 and a pet deposit of \$75. The tenancy ended on September 14, 2011. The tenant stated that on September 16, 2011 she placed a letter containing her written forwarding address in the landlord's mailbox. The next day, the landlord came and told the tenant that she would not be getting her security deposit back. The landlord stated that he never got a move-out letter or written forwarding address from the tenant. He told her that she would have to do further cleaning of the unit because it was unsanitary.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute

resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security and pet deposits.

In this case, the tenant has the burden of proof to establish that she provided her forwarding address in writing. I find that the tenant has failed to provide sufficient evidence that she provided her forwarding address in writing. The tenant is therefore not entitled to double recovery of her security and pet deposits.

The tenant is entitled to recovery of the base amount of the pet and security deposits.

As the tenant's application was only partially successful, I find she is entitled to partial recovery of her filing fee, in the amount of \$25.

Conclusion

I grant the portion of the tenant's application regarding return of the base amounts of the pet and security deposits. The portion of the tenant's application regarding double recovery of the deposits is dismissed.

The December 14, 2011 decision and order in this matter are hereby set aside and replaced by my decision and order of this date.

I grant the tenant an order under section 67 for the balance due of \$500. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: February 21, 2012.

Residential Tenancy Branch