



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant for return of the security deposit and recovery of the filing fee.

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began August 1, 2011 with monthly rent of \$1300.00 and the tenants paid a security deposit of \$650.00.

At the start of the hearing the landlord's name was corrected on the application.

The tenants testified that the forwarding address was sent to the landlord approximately 1 month ago.

The landlord testified that they had been in receipt of the tenant's forwarding address only when they received the documents for this hearing on March 7, 2012. The tenant confirmed that the forwarding address was not provided to the landlord until service of the hearing documents.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for return of double the security deposit.

The tenant did not provide the forwarding address to the landlord prior to making an application for return of the security deposit. As the landlord received the tenant's forwarding address on March 7, 2012, the landlord has until March 22, 2012 to either claim against or return the security deposit to the tenants.

Residential Tenancy Act **Section 38 Return of security deposit and pet damage deposit** speaks to:

- (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of*
(a) the date the tenancy ends, and
(b) the date the landlord receives the tenant's forwarding address in writing,
the landlord must do one of the following:
(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

As the 15 day time limit per section 38 (1) of the *Act* has not yet expired, the tenant's application is premature and is dismissed in its entirety with leave to reapply.

As the tenant has not been successful in their application the tenant is not entitled to recovery of the \$50.00 filing fee.

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: March 15, 2012

Residential Tenancy Branch