



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 for double recovery of the security deposit. Both the tenant and an agent for the landlord participated in the teleconference hearing.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on July 1, 2009. At the outset of the tenancy, the tenant paid a security deposit of \$262.50. The tenancy ended on February 29, 2012.

The tenant stated that he gave the landlord his forwarding address in February, but then realized that he had not given his full address. On March 9, 2012 the tenant wrote a letter to the landlord, in which he informed them of his buzzer number. I note that the tenant's letter does not provide any further information regarding his mailing address.

The landlord stated that they did not receive the tenant's forwarding address until they received the tenant's application for dispute resolution. As soon as the landlord received the tenant's application and his forwarding address, the landlord applied to retain the security deposit in partial compensation of their monetary claim.

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 deposit.

In this case, I find that the tenant failed to provide sufficient evidence of the date that he served the landlord with his written forwarding address. The tenant made his application on March 19, 2012, and even if he served his application on the landlord on March 19, 2012, the landlord made their application to keep the security deposit within 15 days.

The tenant is entitled to recovery of the base amount of the security deposit, in the amount of \$262.50.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$262.50. 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: April 20, 2012.

Residential Tenancy Branch