



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FF

### 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..

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order for return of double the \$850.00 security deposit for a total of \$1700.00 and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- The landlord has now returned the security deposit in full, with interest, however it was not returned within 15 days of the end of the tenancy or the date the landlord had a forwarding address in writing.
- The tenancy ended on April 30, 2011 and on that date he taped his forwarding address in writing on both the refrigerator of the rental unit, and the exterior door of the rental unit.
- He is therefore requesting an order that the landlord pay a further \$850.00 as the penalty required under the Act.

The landlord testified that:

- When she got to the rental unit she did not find anything taped to the door.

- She did not get the tenants forwarding address until she received the dispute resolution package and at that time she returned the full security deposit plus interest.

### Analysis

Under the Residential Tenancy Act a landlord is not required to return the security deposit until they receive a forwarding address in writing, however in this case it is my finding that the applicant has not met the burden of proving that the landlord received a forwarding address in writing.

The applicant testified that he taped the forwarding address in writing on the door of the dispute residence, however, that is not a method of service recognized under the Residential Tenancy Act.

The Act does allow a tenant to post the documents on the door of the landlord's personal residence, or the place where the landlord does business, however, at the time the documents were posted, the dispute residence was not the landlords personal residence or her place of business.

Therefore since the landlord denies finding anything taped to the door of the dispute property, the landlord is not considered to have been served with a forwarding address in writing.

### Conclusion

This application is dismissed in full 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: July 24, 2012.

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Residential Tenancy Branch