



# 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 an order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issue(s) to be Decided**

Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy began on September 15, 2010. Prior to moving in, the tenant paid a deposit of \$950.00. The tenant moved out on March 28, 2012.

The tenant stated that he gave the landlord his forwarding address in writing on March 28, 2012. The landlord denied having received it. The landlord stated that just prior to the tenant moving in; he carried out a twelve thousand dollar renovation and filed photographs of the newly installed flooring. The landlord also filed photographs of the flooring at the end of the tenancy. He stated that he had no way of contacting the tenant to have him cover the cost of fixing the damage to the flooring.

I informed the landlord that this hearing was convened to address the tenant's application and therefore his claim for damages would not be heard. The tenant provided me and the landlord with his current mailing address. The landlord is now aware that he has 15 days to return the security deposit or make an application to keep it.

### **Analysis**

Section 38(1) of the Act provides 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.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, the tenant failed to provide the landlord with his forwarding address in writing and is therefore not entitled to the return of double the security deposit. However, the landlord now has the tenant's forwarding address and must within 15 days of this date, return the security deposit to the tenant or make an application to retain all or a portion of the security deposit.

In regards to the landlord's claim relating to loss that he may have suffered, I am not able to either hear or consider the landlord's claim during these proceedings as this hearing was convened solely to deal with the tenant's application. That being said, I must point out that the landlord is at liberty to make a separate application for dispute resolution and to resubmit his evidence.

### **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: August 22, 2012.

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Residential Tenancy Branch