



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application by the tenant for a monetary order for return of double the security deposit, the interest and the filing fee for the claim.

Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail sent on July 27, 2012, a Canada post tracking number was provided as evidence of service, the landlord did not appear.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the landlord has been duly served in accordance with the Act.

The tenant appeared gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for return of double the security deposit?  
Is the tenant entitled to a recover the cost of filing the application?

### Background and Evidence

The tenant paid a security deposit of \$300.00 and pet deposit of \$300.00, on February 4, 2012. The tenant vacated the premises on June 29, 2012. The tenant provided the landlord with a text message of her forwarding address to return the security deposit to. However, the tenant was unable to provide the date the text message was sent.

The landlord has returned the full amount of the security deposit and pet deposit to the tenant.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

## Return of security deposit and pet damage deposit

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the 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 [Emphasis added]

The evidence of the tenant was she sent the landlord her forwarding address by text message, however, was unable to provide the precise date. There was no verbal testimony or documentary evidence submitted by the tenant to support when the landlord received that text message as required by the Act.

Further, under the Residential Tenancy Policy Guideline #12, the legislation provides a number of service methods which may be used where a landlord or tenant is serving documents, such as the tenants forwarding address. Text messaging is not a method of service approved of under the Act. I find the tenant has failed to prove the landlord was served with her forwarding address in writing as required by the Act.

The landlord has returned to the tenant the full amount of the security deposit and pet deposit. I find the tenant has failed to prove the landlord has violated section 38 of the Act. Therefore, I dismiss the tenant's application. The tenant is not entitled to recover the cost of filing their application from the landlord.

### Conclusion

The tenant's application is dismissed.

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: October 10, 2012.

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Residential Tenancy Branch