



# Dispute Resolution Services

Page: 1

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 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 the security deposit? Did the tenant give the landlord his forwarding address in writing? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy began in June 2011. The rental property changed hands in October 2011 at which time the parties entered into a fixed term tenancy agreement ending September 30, 2012. The monthly rent as per the agreement was set at \$1,800.00 and reduced to \$1,400.00 pursuant to a discussion between the two parties. Both parties agreed that the landlord held a security deposit of \$900.00. The tenant moved out on September 30, 2012 and agreed that he had not given the landlord his forwarding address in writing. The tenant stated that he had moved across the street and therefore assumed that the landlord was aware of his new address.

### **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 receipt of this decision, return the security deposit plus the applicable accrued interest to the tenant or make an application to retain all or a portion of the security deposit.

Since the tenant had not provided the landlord with a forwarding address, the landlord had no way of returning the deposit or making application for damages against it. Therefore I find that the tenant is not entitled to the recovery of the filing fee.

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. The landlord must return the security deposit or make application to retain all or a portion of it, within 15 days of receipt of this decision.

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: January 22, 2013

---

Residential Tenancy Branch

