



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

Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began in October 2010. On October 19, 2010, the tenant paid the landlord a security deposit of \$1000. The tenancy ended on September 30, 2012. On October 1, 2012, the landlord and the tenant carried out a joint move-out inspection. They completed a condition inspection report that the tenant provided. On the top right corner of the report, the tenant wrote a forwarding address with the notation "to be sent or delivered... by Sept 15/12."

Evidence of the Tenant

The tenant provided his forwarding address in writing on the move-out condition inspection report. The date ought to have read "Oct 15/12," and was simply a clerical error. On or about October 12, 2012, the tenant received a cheque from the landlord in the amount of \$1000. The cheque was post-dated for October 29, 2012. Therefore, the landlord did not return the security deposit in time. The tenant made his application for dispute resolution on October 19, 2012 but did not provide evidence of how the application was served on the landlord.

Evidence of the Landlord

At the move-out inspection on October 1, 2012, when the landlord signed the document there was no forwarding address written on it. The tenant took away the document and said that he would provide the landlord a copy of it. The landlord did not receive a copy of the document or any other document with the tenant's forwarding address until she received the landlord's application for dispute resolution.

The landlord provided a copy of a cheque made out to the tenant for the amount of \$1000 and dated October 12, 2012.

Analysis

I find that the tenant is not entitled to double recovery of the security deposit. The tenant did not provide sufficient evidence to establish that the landlord failed to return the security deposit within 15 days of the tenant providing his forwarding address in writing. The tenant did not provide a copy of the disputed cheque or evidence of how and when the landlord was served with the tenant's application or the written forwarding address.

As the tenant's application was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

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: January 28, 2013

Residential Tenancy Branch

