



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened in response to an application by the Tenants pursuant to the *Residential Tenancy Act* (the “Act”) for an Order as follows:

1. An Order for return of the security deposit - Section 38.

The Tenants and Landlord were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Are the Tenants entitled to the monetary amount claimed?

### Background and Evidence

The tenancy began on May 1, 2012 and ended on September 30, 2012. At the outset of the tenancy, the Landlord collected a security deposit from the Tenants in the amount of \$875.00. The Tenant states that the Landlord refused to talk to the Tenant about the return of the security deposit and refused to return the security deposit. The Tenant states that the forwarding address was not provided in writing. It is noted that the Tenants’ forwarding address is in the application for dispute resolution. The Tenant states that the application was sent by registered mail on November 9, 2012. The Tenant provided the tracking numbers for this registered mail. The Landlord states that the Tenant ended the fixed term tenancy early. The Landlord did not make an application for dispute resolution to claim against the security deposit. The Tenant does not waive the return of double the security deposit.

### Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a Landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit.

As the Landlord could not make a claim against the security deposit, the only option left for the Landlord was to return the security deposit within 15 days receipt of the Tenant's forwarding address. In my view, the requirement of a tenant's forwarding address in writing seeks to balance the right of a tenant to timely return of security monies and the right of the landlord to make claims against a tenant for damages. In order to make any claims, the landlord must have the address of the tenant for service purposes. As the Tenant's address for service was obtained by the Landlord when served with the Tenant's application for dispute resolution, I find that the Tenants' requirement under section 38 of the Act to provide a forwarding address in writing was substantively met and that the Landlord failed to return the security deposit within 15 days of receipt of the application for dispute resolution. Accordingly, I find that the Landlord must return double the security deposit of \$875.00 plus zero interest in the amount of **\$1,750.00**.

### Conclusion

I Grant the Tenant an Order under Section 67 of the Act for the amount of **\$1,750.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 05, 2013

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Residential Tenancy Branch

