



# 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 the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of her security deposit, doubled, and for recovery of the filing fee.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

At the outset of the hearing, the evidence was discussed and neither party raised any issues regarding service of the application or the evidence.

I have reviewed all evidence and testimony before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order, which includes her security deposit, and to recover the filing fee?

### Background and Evidence

The parties agreed that this tenancy began on September 2, 2012, ended on December 31, 2012, monthly rent was \$550.00, and a security deposit of \$300.00 was paid by the tenant on or about September 2, 2012. I note that this amount is in excess of the amount allowed under the Act to be collected as a security deposit.

Both parties agreed that there is no move-in or move-out condition inspection report.

The tenant gave evidence that the landlord was provided the tenant's written forwarding address in an email on January 6, 2013. The tenant submitted that the landlord thereafter replied to her via email.

The tenant stated that the landlord has not returned her security deposit and is seeking monetary compensation in the amount of \$660.00.

The tenant's relevant evidence included 4 pages of email exchanges between the parties.

The landlord acknowledged receiving the tenant's written forwarding address in an email on January 6, 2013, and confirmed to me upon query that the parties communicated via email throughout the tenancy.

The landlord agreed that the tenant's security deposit has not been returned and presented separate, unrelated issues as to why they believed they were entitled to retain the security deposit.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Under section 38 of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the security deposit within 15 days of the later of receiving the tenant's forwarding address in writing and the end of the tenancy. If a landlord fails to comply, then the landlord must pay the tenant double the security deposit.

In the case before me, the tenant communicated her forwarding address in an email transmission. I accept that this method of communication was the preferred method of communication between the parties, as demonstrated by the tenant's evidence and the landlord's acknowledgement.

Although section 88 of the Act does not recognize email transmission as an acceptable method of delivery of documents, I order that the delivery of the tenant's forwarding address through the tenant's January 6, 2013, email to the landlord, with the landlord's response, sufficiently served, pursuant to section 71 of the Act.

In the case before me, the undisputed evidence shows that the tenancy ended on December 31, 2012, that the landlord received the tenant's written forwarding address on January 6, 2013, the landlord has not applied for arbitration claiming against the security deposit, and has not returned any portion of the tenant's security deposit.

I therefore grant the tenant's application for dispute resolution and order that the landlord pay the tenant double her security deposit.

I find that the tenant has proven a monetary claim in the amount of \$650.00, comprised of her security deposit of \$300.00, doubled to \$600.00, and for recovery of the filing fee of \$50.00 due to the tenant's successful application.

### Conclusion

I therefore grant the tenant a final, legally binding monetary order in the amount of \$650.00, which I have enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an order of that Court. Costs of such enforcement may be recoverable from the landlord.

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* and is being mailed to both the applicant and the respondent.

Dated: March 06, 2013

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Residential Tenancy Branch