



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MNR

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlord. Both files were heard together.

The tenant's application is a request for an order for return of double the \$387.50 security deposit for a total of \$775.00.

The landlord's application is a request for a monetary order for \$350.56.

Background and Evidence

This tenancy began on January 15, 2012 and ended on December 1, 2012.

A security deposit of \$387.50 was paid at the beginning of the tenancy.

The landlord returned \$86.94 of the tenant security deposit on December 15, 2012.

The tenant testified that:

- On the date that they were moving out of the rental unit her daughter took the move out inspection report and wrote her address on the back of it as a forwarding address and that report was given to the landlord.
- She has never given the landlord any written permission to keep any of the security deposit; however the landlord did not return any of the security deposit within the 15 day time frame allowed under the act.
- The landlord subsequently returned a small portion of the security deposit however it was well outside the 15 day time frame.
- She is therefore requesting an order for return of double her security deposit.
- The tenant further states that she does not dispute the amount of utilities owed totaling \$300.56, and admits that she did receive \$86.94 from the landlord.

The tenant's daughter-(witness) testified that:

- She was present during the move out inspection, and she wrote her address on the back of the move out inspection report as a forwarding address for her mother.
- That move out inspection report was return to the landlord.

The landlord testified that:

- The tenant did not give him a forwarding address in writing and in fact he has the original move out inspection report and there is nothing written on the back.
- He has provided witness letters from two people who were present at the move out inspection and both have testified that the tenant did not give a forwarding address at that move out inspection.
- At the move out inspection the tenant told him to deduct the utilities from the security deposit.
- He tried calling the tenant by telephone to get a forwarding address to return the remainder of her security deposit, however he could not get an answer.
- He subsequently was able to locate the tenant and returned the remainder of her security deposit after deducting the tenant's share of utilities that were outstanding.
- The tenants share of the utilities totaled \$130.43 for the month of October, and \$170.13 for the month of November, for a total of \$300.56. He therefore returned a total of \$86.94 to the tenant by a cheque that was cashed by the tenant on December 20, 2012.

In response to the landlord's testimony the tenant testified that:

- The two witnesses who wrote witness statements for the landlord were not present at the move out inspection.

Analysis

It's my finding that the tenant has not met the burden of proving that she ever provided the landlord with a forwarding address in writing.

The tenant and her daughter both testified that the forwarding address was written on the back of the move out inspection report, however the landlord testified that he has the original and there is nothing written on the back.

Further the landlord has provided letters from two witnesses who both state in their letters that they were present at the move out inspection and that no forwarding address was given.

I also find it unlikely that the tenant would write the forwarding address on the back of a move out inspection report, when there is a section in the report for the tenant to put a forwarding address.

I therefore will not be issuing an order for double the security deposit.

Further since the tenant is not disputing the amount of utilities outstanding, I allow the landlords full claim for the outstanding utilities, and filing fee, totaling \$350.56.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have allowed the landlords full claim of \$350.56, and I therefore order that the landlord may keep the \$300.56 he still holds of the tenant's security deposit, and I have issued a monetary order in the amount of \$50.00.

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: March 12, 2013

Residential Tenancy Branch

