



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Meicor Realty Management Services Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

The tenant seeks recovery of her security deposit and the filing fee paid for this application.

Both parties appeared at the hearing of this matter and gave evidence under oath.

The landlord confirmed the accurate spelling of her first and last names and the style of cause has been amended to reflect this accurate spelling.

Issues(s) to be Decided

Is the tenant entitled to recovery of the security deposit and the filing fee paid for this application?

Background and Evidence

This tenancy began on March 1, 2011 and ended on January 30, 2013. The tenant's rent was \$750.00 per month and she paid a security deposit of \$375.00 and a pet deposit of \$375.00.

The tenant submits that she provided her forwarding address to the landlord via telephone after she vacated. To date the landlord has not returned her deposit.

The landlord submits that they have not returned the deposits because they have cause to keep them and further that the person who did the walk-through on behalf of the tenant signed the deposit over to the landlord.

Analysis

Section 38(1) of the Act requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address writing, to either return the deposit or file an Application for Dispute Resolution seeking an Order allowing the landlord to retain the deposit.

If the landlord fails to comply with Section 38(1), then the landlord may not make a claim against the deposit, and the landlord must pay the tenant double the amount of the deposit (Section 38(6)). If tenants do not supply their forwarding address in writing within a year, the landlord may retain the deposit.

The triggering event is the provision by the tenants of their forwarding address to the landlord **in writing** requesting the return of the deposit. In this case the tenant's evidence is that she called the landlord to seek the return of the deposit. This is not sufficient and the application is therefore dismissed, with leave.

However, as the landlord has now received the tenant's forwarding address as provided in the hearing and I find that the landlord is now on notice pursuant to Section 38 and must either return the deposit or make an application seeking to retain the deposit. The landlord now has 15 days commencing May 10, 2013 to do so. If the landlord does not return the deposit or make an application seeking to retain the deposit within 15 days, the tenants are at liberty to reapply for the return of double the deposit as set out in Section 38 of the *Residential Tenancy Act*.

I make no findings with respect to the landlord's submissions that the deposit was signed over to them because their obligation to return the deposit had not yet been triggered.

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: May 08, 2013

Residential Tenancy Branch