



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the respondent resides. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2012 with rent as \$1500 per month payable on first day of each month. The tenant(s) paid a security deposit of \$750 at the start of the tenancy.

The tenancy ended on April 30, 2013.

The landlord testified the tenant gave insufficient notice (13 days) that she was ending the tenancy and he lost rent for the month on May.

The tenant(s) testified that she did not provide the landlord with her forwarding address in writing because the landlord told her that he was not going to return the deposit.

Analysis Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or **the date the landlord receives the tenants forwarding address in writing** unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

The tenant failed to provide the landlord with her forwarding address in writing. The landlord is entitled to retain the security deposit until 15 days after the later of the end of the tenancy or the date the landlord receives the tenant's forwarding address in writing. The requirement providing a tenant's forwarding address in writing is a pre-condition that must occur before the tenant is entitled to make a claim. The Act is drafted in this way in order to give the landlord an opportunity to file a claim to keep the deposit. **As a result I dismissed the tenant's application with liberty to re-apply.** However, the tenant must first give the landlord her forwarding address in writing before she re-applies. Further, if the tenant is seeking double the deposit this should be stated on the Application for Dispute Resolution.

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: August 21, 2013

Residential Tenancy Branch

