



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord.

The parties resolved the issues related to the tenant's personal possessions as follows:

1. The tenant agrees to arrange to have a friend obtain her remaining personal possessions from the landlord no later than November 30, 2013;
2. The tenant agrees that her friend must contact the landlord in a manner that will allow the landlord sufficient time to arrange either a pick up or delivery of the personal possessions to the friend;
3. The tenant agrees to not pursue any monetary claims against the landlord for any missing possessions; and
4. The landlord agrees to not pursue any monetary claims against the tenant for storage costs of personal possessions left behind at the end of the tenancy.

As the parties had resolved these matters, I have made no findings of fact or law related to them in this decision.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The parties agree the tenancy began on July 1, 2012 as a 1 year fixed term tenancy for a monthly rent of \$1,100.00 due on the 1<sup>st</sup> of each month with a security deposit of \$550.00 paid. The tenancy ended on June 30, 2013 and the tenant provided her forwarding address to the landlord prior to the end of the tenancy.

The tenant submits that that despite having her email address prior to the end of the tenancy the landlord failed to provide the email transfer until July 17, 2013, outside of the 15 day requirement to return the deposit.

The landlord acknowledges having the tenant's email address on her fridge at home but on July 15, 2013 she was away from home and had to have the tenant send it to her again. The landlord acknowledged that she sent the tenant the email transfer on July 17, 2013.

### Analysis

Section 38(1) of the *Act* stipulates that a landlord must, within 15 days of the end of the tenancy and receipt of the tenant's forwarding address, either return the security deposit or file an Application for Dispute Resolution to claim against the security deposit.

Section 38(6) stipulates that should the landlord fail to comply with Section 38(1) the landlord must pay the tenant double the security deposit.

While I accept the tenant provided the landlord with her email address prior to the end of the tenancy and the landlord used the email address to provide an electronic transfer of the full deposit I find that the tenant has failed to provide evidence that she provided the landlord with her forwarding mailing address.

As Section 38(1) outlines that a landlord has a choice of either returning the deposit or filing an Application for Dispute Resolution to claim against the deposit and because the *Act* does not allow a party to serve their Application for Dispute Resolution or evidence via email (only in person or to a mailing address) I find the provision of an email address, alone, does not conform to the requirements of providing the landlord with a forwarding mailing address for the purposes of invoking the 15 day rule under Section 38(1).

As such, I find the landlord was under no obligation to return the deposit within 15 days of June 30, 2013. Therefore, I find the tenant has failed to establish that she is entitled to double the amount of the security deposit pursuant to Section 38(6).

Conclusion

As per the above, I dismiss the tenant's Application in its entirety.

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: November 04, 2013

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Residential Tenancy Branch

