



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Alpine Lake Suites
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation reflecting the double return of the security deposit / pet damage deposit. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began in unit D515 on March 1, 2012. Monthly rent of \$1,175.00 was due and payable in advance on the first day of each month. A security deposit of \$587.50 was collected in advance on February 13, 2013. There is no record of a pet damage deposit having been collected. Effective May 1, 2012 the tenant relocated to unit A601 (mistakenly shown on the application for dispute resolution as A602).

The landlord issued a 1 month notice to end tenancy for cause and, thereafter, the tenant vacated the unit by the end of February 2013. As to a forwarding address, there is no evidence before me that the tenant informed the landlord in writing of a forwarding address for the purposes of return of the security deposit / pet damage deposit. During the hearing, the tenant undertook to provide the landlord with a forwarding address in writing for this purpose as soon as possible and, hopefully, within the next few days. While the landlord seeks certain compensation from the tenant, an application for dispute resolution has not presently been filed.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit / pet damage deposit or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit / pet damage deposit, and must pay the tenant double the amount of the security deposit / pet damage deposit.

I find there is no conclusive evidence that the tenant has yet provided the landlord with a forwarding address in writing for the purposes of return of the security deposit / pet damage deposit. Accordingly, the tenant's application is dismissed with leave to reapply.

Conclusion

The tenant's application is hereby dismissed with leave to reapply.

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: December 12, 2013

Residential Tenancy Branch

