



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to an application made by the tenants for the return of all or part of the pet damage or security deposit.

The tenants served the landlord with a copy of the application and Notice of Hearing documents by registered mail. The tenants provided the Canada Post tracking number and the Canada Post website indicates that the documents were received and signed for on November 1, 2013. As a result, I find that the tenants served the hearing documents to the landlord in accordance with section 89(1) (c) of the Act.

The tenants appeared for the hearing with an advocate and provided affirmed testimony and documentary evidence in advance of the hearing. There was no appearance for the landlord or any evidence submitted in advance of the hearing, despite being served notice of this hearing in accordance with the Act. All of the testimony and documentary evidence submitted by the tenants has been carefully considered in this decision.

Issue(s) to be Decided

- Did the landlord receive the tenant's forwarding address in writing?
- Is the tenant entitled to double the amount of the security deposit?

Background and Evidence

The tenants testified that this month to month tenancy began on September 15, 2011 and ended on October 31, 2013. The tenants paid to the landlord \$450.00 as a security deposit before the tenancy started and rent in the amount of \$900.00 was payable by the tenants on the first day of each month. The landlord still retains the tenants' security deposit and they now seek double the amount back as the landlord has failed to return it.

The tenants testified that they provided the landlord with a letter in which they asked the landlord to return the security deposit to social services as they had been paying rent on their behalf and had provided the tenants with the money for the security deposit.

Analysis

Section 38 and 39 of the Act details the requirements of a landlord and a tenant in dealing with a security deposit at the end of a tenancy. The Act states that in order to release a landlord of his obligation to return a tenant's security, the tenant must provide the landlord with a forwarding address in writing within one year of the tenancy ending.

The landlord must then deal with the tenant's security deposit in accordance with section 38(1) of the Act, namely within 15 days of receiving the tenant's forwarding address, the landlord must repay the security deposit, make an application to claim against it, or seek the tenants' written consent to make a deduction from it. If the landlord fails to act accordingly within the requirements of the Act, the tenants are at liberty to make an application to claim double the amount back.

In this case, I find that the tenants have failed to provide the landlord with a forwarding address and therefore there is no requirement for the landlord to return either the security deposit or pay double the amount back to the tenants at this point.

Conclusion

For the reasons set out above, I find that the tenants' application is premature and I dismiss the application with leave to re-apply.

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: February 13, 2014

Residential Tenancy Branch

