



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Ang Investment Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the tenant for the return of double the security deposit and to recover the filing fee from the landlord for the cost of this application.

The tenant and landlord's agent attended the conference call hearing and gave sworn testimony. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issues(s) to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

Both parties agree that this tenancy started on July 01, 2012 for a fixed term tenancy which expired on August 31, 2013, at which time the tenant vacated the rental unit. The tenant paid a monthly rent of \$1,295.00 per month. The tenant paid a security deposit of \$647.50 on at the start of the tenancy.

The tenant testifies that the landlord has withheld part of the security deposit. The tenant agrees that she did authorise in writing that the landlord could deduct \$110.00 for some additional cleaning and \$50.00 for a key fob. However, the landlord has only returned \$221.00 of the security deposit by e-mail transfer and has withheld the remainder.

The tenant testifies that she thinks she did provide the landlord with a forwarding address by email at the end of the tenancy. The tenant also testifies that the tenant's application for this hearing has the tenant's forwarding address documented on it.

The landlord's agent testifies that they did not receive a forwarding address in writing from the tenant. The landlord's agent testifies that there were additional costs associated with cleaning and repairs at the end of the tenancy. The landlord's agent attempts to reach a settlement of the tenants claim however the parties are unable to agree on an amount to settle the claim.

Analysis

Section 38(1) of the *Act* says that a landlord (or the person acting as his agent) has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution.

The tenant agrees she has insufficient evidence to prove that she gave the landlord a forwarding address in writing. The address on the application is classed as an address for service and not necessarily a forwarding address. As the tenant has the burden of proof to show that a forwarding address was given to the landlord in writing, it is my decision that the tenant has not met the burden of proof in this matter. As the tenant has declared during the hearing that the address on the application is the tenants forwarding address I will accept that the landlord has received the tenants forwarding address in writing as from today's date and the landlord has made a note of the address.

Therefore, the landlord has until March 14, 2014 to either return the balance of the tenant's security deposit or make a claim to keep it pursuant to section 38(1) of the *Act*.

Consequently, the tenant is not entitled, at this time, to the return of the security deposit.

Conclusion

The tenant's application is 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: February 27, 2014

Residential Tenancy Branch

