



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Rooms
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes SD

Introduction

This hearing dealt with an application by the tenant for a monetary order for an amount equal to double his security deposit.

Both the landlord and tenant attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for an amount equal to double his security deposit?

Background and Evidence

The parties agree they entered into a tenancy agreement which started on December 21, 2013 and ended 10 days later on December 31, 2013. The tenant was obligated to pay \$425.00 in rent monthly in advance on the first day of the month, and he also paid a security deposit of \$212.50. The parties agreed that the rent for part of the month of December 2013 would be \$212.50 and the tenant paid that amount.

The parties agreed to end the tenancy following an altercation between the tenant and the landlord. The parties agree that the landlord's glasses were broken in the altercation.

The tenant's evidence is that he and the landlord got into a scuffle, the landlord's glasses were broken, and the landlord called the police. The tenant states he provided his forwarding address to the landlord in writing twice.

The landlord's evidence is that the tenant did not provide his forwarding address to the landlord in writing. The landlord gave evidence that, during the altercation, the

landlord's glasses came off and the tenant deliberately stomped on them, crushing the glasses. As a result, the landlord says he was without glasses for a week and had to pay almost \$400.00 to replace them.

The landlord states he did not bring a cross-application against the tenant for a monetary order for the damage, because he could not afford the RTB filing fee of \$50.00.

The tenant's evidence is that he did not deliberately stomp on the landlord's glasses.

After the hearing closed and the landlord disconnected from the teleconference, the tenant advised that the address on his application is no longer valid and he provided a new address.

Analysis

I find that the tenant did not provide his forwarding address to the landlord in writing. I prefer the landlord's evidence on this point to the tenant's evidence, because the tenant's evidence was vague as to when and how he had provided his forwarding address to the landlord. Also, I found the landlord to be a more credible witness than the tenant. I found the tenant was evasive about how the landlord's glasses became broken.

The process for the return of security deposits is set out in Section 38 of the Act. Pursuant to Section 38(1), the landlord must either repay the security deposit or apply for dispute resolution to make a claim against the security deposit within 15 days of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing (whichever is later).

In this case, I find that although the tenancy ended on December 31, 2013, the tenant still has not provided his forwarding address to the landlord in writing. As a result, the 15 day period set out in Section 38(1) has not yet commenced.

Should the tenant provide his forwarding address to the landlord in writing, and should the landlord wish to make a monetary claim against the tenant, the landlord MUST bring his own Application for Dispute Resolution. Should the landlord fail to bring his own application, the operation of Section 38 would require him to return the security deposit to the tenant within 15 days. If the landlord does not either make application for dispute resolution or return the security deposit within 15 days, the operation of Section 38(6) would require the landlord to pay the tenant double the amount 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: March 24, 2014

Residential Tenancy Branch

