



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prospero International Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant seeking the return of double their security deposit. The landlord participated in the conference call hearing but the tenant(s) did not. The tenants are the applicants in this matter and they chose not to dial in and participate. The landlord was prepared to go ahead and the matter proceeded in the tenant's absence. The landlord gave affirmed evidence.

Issues to be Decided

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

Background and Evidence

The tenancy began on or about April 1, 2011 and ended on October 30, 2013. Rent in the amount of \$2120.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$1060.00. A condition inspection report was conducted at the start of the tenancy and again at the end of tenancy. The tenants provided their forwarding address in writing at the move out condition inspection on October 30, 2013.

The tenant gave the following written statement that was submitted for the hearing:

The tenant stated that they provided their forwarding address at the condition inspection move out. The tenant stated that the landlord mailed the security deposit to the wrong address. The tenants stated that they made several inquiries to have the deposit sent to them but felt the

landlords were not being responsive. The tenants stated that they feel the landlord was trying to avoid their responsibility in returning the deposit. The tenant stated that they provided their address in an easily legible way and that they should now be entitled the return of double their deposit as per the Act.

The landlord gave the following testimony and supporting documentation:

The landlord stated that the deposit was mailed on November 8, 2013, well within the 15 days as required by the Act to the address provided by the tenant. The landlord stated that the tenant provided an address that was difficult to read. The landlord stated that they felt they met the obligation under the Act and have returned the deposit in full after clarifying the address. The landlord stated they were not trying to avoid their responsibility.

Analysis

The parties essentially agree to the facts in this case. The only issue is whether the tenant provided their forwarding address in a clear understandable and legible way. I find that the tenants have not done that. The landlords mailed out the full security deposit within the allotted time. I do not find that the landlords were trying to avoid their obligation in returning the deposit. I find that the landlords have conducted their business in accordance with the Act. The number of the forwarding address is "341" the landlord mistakenly sent the item to the house number "345". The "1" does resemble a "5" and could easily be construed as such. Based on the unclear forwarding address and on the balance of probabilities I must dismiss the tenants' application.

Conclusion

The tenants' application is dismissed.

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 19, 2014

Residential Tenancy Branch

