



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes MNSD, OLC, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence. This matter was originally heard on January 20, 2014. The tenant participated in that hearing, the landlord did not. The tenant was successful in his application. On February 27, 2014 the landlord filed a Review Consideration Application and was successful. A review hearing was order and was conducted and completed on this date.

Issues to be Decided

Should the original decision and order be confirmed or set aside?

Background and Evidence

Both parties agree to the following:

The tenancy began on or about January 1, 2011. Rent in the amount of \$820.00 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 \$400.00. The tenant vacated the unit on September 27, 2011 and dropped off the keys on September 30, 2013.

The tenant gave the following testimony:

The tenant stated that he gave his forwarding address in writing personally to the landlord on September 30, 2013.

The landlord gave the following testimony:

The landlord stated that she has never received the tenants forwarding address in writing or otherwise. The landlord stated that she had to contact the Branch to find out where the tenant is presently living to serve him notice of this review hearing. The landlord stated that she is still unsure as to whether she has the correct address.

Analysis

The tenant stated that he moved out on October 31, 2013, then changed it to September 27, 2013, and then changed it again to September 30, 2013. The tenant stated that he sent the landlord his address by mail, then changed it to personally serving her with a friend as a witness, and then stating he personally served her when he did the final move out inspection with his mother present. I fully accept that the tenant was doing his best to be truthful and accurate however he continually contradicted himself throughout the hearing and was not clear in giving his testimony. Based on the above and on the balance of probabilities the tenant has not satisfied me that he has provided his forwarding address in writing in accordance with the Act and therefore has prematurely made his application. The tenant is to provide his forwarding address in writing to the landlord in accordance with the Act. The landlord is to return the security deposit to the tenant or make an application for dispute resolution within fifteen days of receiving the tenants forwarding address in writing.

Conclusion

The original decision and order are hereby set aside; they are of no effect or force.

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 26, 2014

Residential Tenancy Branch

