



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metropolitan Towers
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit. The tenant attended the teleconference hearing but the landlord did not.

The tenant stated that he served the landlord with the application for dispute resolution and notice of hearing by registered mail sent on March 1, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the landlord was deemed served with notice of the hearing on March 6, 2014, and I proceeded with the hearing in the absence of the landlord.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began in March 2011. At the outset of the tenancy the tenant paid the landlord a security deposit of \$950 and a pet deposit of \$400. The tenancy ended on January 30, 2014. On that date the tenant and the landlord carried out a move-out inspection and completed a condition inspection report, and the tenant authorized the landlord to retain \$150 of the deposits for carpet cleaning. The report indicates that the tenant asked for the balance of the deposits to be sent to the landlord's office.

The tenant stated that he contacted the landlord and they had not received the tenant's cheque from their head office by February 28, 2014, so the tenant applied for double recovery of the balance of the deposits.

The tenant stated that on March 3, 2014 he got a call from the landlord, who informed the tenant that they had received his cheque for \$1200. The tenant submitted a copy of the envelope in which the cheque was mailed, and it is date-stamped February 13, 2014.

Analysis

Section 38 of the Residential Tenancy Act requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the base amount of the security deposit.

In this case, the tenant did not provide his forwarding address in writing. Instead, he requested that the landlord send his cheque to the local management office. As the tenant did not provide a forwarding address in writing, he is not entitled to double recovery of the balance of the deposits.

As the tenant's application was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The application of the tenant 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: May 15, 2014

Residential Tenancy Branch

