



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with the tenant's application for double recovery of the security deposit. The tenant and the landlord participated in the teleconference hearing. The tenant withdrew the portion of her application claiming recovery of rent, as the landlord reimbursed that amount before the hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence, aside from two pages of the landlord's evidence, which the tenant did not receive. The first page was the landlord's written response to the tenant's application, which the landlord addressed in her testimony. The other page was a copy of cheques that the tenant acknowledged she received from the landlord. Neither party raised any other issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

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

Background and Evidence

The tenancy was to begin in October 2013. On October 4, 2013 the tenant paid the landlord \$800 for the first month's rent, \$400 for the security deposit and \$50 for a pet deposit. The tenant then changed her mind and did not move into the unit. On November 11, 2013 the landlord returned the pet deposit. On March 9, 2014 the landlord returned the tenant's \$800 the tenant paid for rent. On April 28, 2014 the landlord returned the security deposit.

Analysis

Under section 38 of the Act, a landlord must, within 15 days of the later of the two of the tenancy ending and the tenant giving the landlord a forwarding address in writing, either return the security deposit or make an application to keep the deposit. Otherwise, the tenant will be entitled to double the amount of the security deposit.

In this case, the tenant did not provide evidence that she gave the landlord her forwarding address in writing. I therefore find that the tenant is not entitled to double recovery of her security deposit.

As the tenant's application was not successful, she is not entitled to recovery of the filing fee for the cost of her 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 12, 2014

Residential Tenancy Branch

