



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover double the security deposit.

Service of the hearing documents, by the tenant to the landlords, was done in accordance with section 89 of the *Act*; served by registered mail on January 27, 2014. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlords were deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlords, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. The tenant was permitted to provide additional evidence after the hearing had concluded however no further evidence was received from the tenant.. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

Is the tenant entitled to recover double the security deposit?

### Background and Evidence

The tenant testifies that this tenancy started In July 2011, Rent for this unit was \$700.00 per month due on the 1<sup>st</sup> day of each month. The tenant paid a security deposit of \$350.00 July, 2011.

The tenant testifies that:

- The tenancy ended on November 30, 2013.
- The tenant provided a forwarding address in writing to the landlord by mail on January 10, 2014.
- The landlord had agreed to return the security deposit but failed to do so within 15 days of the tenants providing his forwarding address.
- The tenant did not give the landlord written permission to keep all or part of the security deposit.

The tenant testifies that as the landlords have failed to return the security deposit within the 15 allowable days the tenant seeks to recover double the security deposit of \$700.00.

### Analysis

Section 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find I have insufficient evidence from the tenant to meet the burden of proof that the tenant sent the landlord a letter containing his forwarding address. The tenant has included an address on the application; however, this is deemed to be an address for service and not necessarily a forwarding address. Consequently, I must deny the tenants application to recover double the security deposit at this time. The tenant is at liberty to reapply after ensuring he has provided a forwarding address in writing to the landlords if the landlords then fail to return the security deposit within 15 days.

### Conclusion

Based on the above, 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: May 13, 2014

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Residential Tenancy Branch

