



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 concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of the security deposit / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the month-to-month tenancy began on July 01, 2013. Monthly rent was \$980.00, and a security deposit was collected in the amount of \$980.00. There is no move-in condition inspection report in evidence.

On January 15, 2014 the tenant gave notice to end tenancy effective at the end of January 2014. On February 02, 2014, the tenant requested the return of her security deposit. However, as the landlord determined that the unit had not been left reasonably clean and the unit key had not been returned, no portion of the security deposit was repaid. There is no move-in condition inspection report in evidence.

The tenant testified that she deposited the unit key and her forwarding address into the landlord's mail box on February 02, 2014. The landlord testified that the tenant did not return the unit key, and that he first learned of the tenant's forwarding address when he received her application for dispute resolution.

Efforts undertaken by the parties during the hearing to resolve the dispute did not lead to a settlement, and the parties became argumentative.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Arising from the circumstances of this dispute, the attention of the parties is drawn to the following particular sections of the Act:

Section 19: **Limits on amount of deposits**

Section 23: **Condition inspection: start of tenancy or new pet**

Section 35: **Condition inspection: end of tenancy**

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 45: **Tenant's notice**

The attention of the parties is also drawn to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**, and provides in part as follows:

38 (1) Except as provided in subsection (3) or (4)(a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the evidence and testimony of the parties, I find that the tenant has failed to meet the burden of proving that she provided the landlord with her forwarding address by any means other than by way of her application for dispute resolution. **Accordingly, I find that the landlord is deemed to have been informed of the tenant's forwarding address 5 days after the date of this decision; that 5th day is therefore June 17, 2014. The landlord has 15 days after June 17, 2014 to deal with the tenant's security deposit pursuant to the provisions in section 38, as above.**

In the meantime, the tenant's application is hereby dismissed with leave to reapply.

Conclusion

The tenant's application is hereby 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: June 12, 2014

Residential Tenancy Branch

