



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of double his security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The facts were not in dispute. The tenancy began on December 26, 2013 at which time the tenant paid a \$400.00 security deposit and ended on May 21, 2014. On the last day of the tenancy, the tenant verbally gave the landlord his forwarding address and the landlord wrote it down. The landlord paid the tenant \$150.00 of his deposit on that date. In July 2014, the landlord sent the tenant an additional \$100.00. The landlord claimed that the tenant owed him \$150.00 in rent and said that he sent a \$100.00 cheque earlier than July, but the tenant must not have received it because the landlord had written down the tenant's contact information incorrectly.

Analysis

Section 38(1) of the Act provides that a landlord must either return the security deposit or file a claim to retain the deposit within 15 days of the date the tenant vacates the rental unit and gives his forwarding address in writing. Until the tenant has both moved out and provided his forwarding address in writing, the landlord is not obligated to return the security deposit. The Act requires the tenant to write the address in order to prevent the exact scenario which occurred in this case, which is that the landlord wrote the address incorrectly.

I find that because the tenant did not write down his address for the landlord, the address was incorrectly recorded and the tenant therefore did not receive the deposit in a timely manner. The landlord wrongfully withheld \$150.00 of the deposit to account for rental arrears, but I find that he is not obligated to pay the tenant double the deposit because the tenant did not write his address for the landlord. I therefore decline to issue an order for the return of the deposit.

The tenant confirmed at the hearing that his address on his application for dispute resolution is correct. I find that **the landlord is deemed to have received the tenant's forwarding address in writing on October 3, 2014, which means that no later than October 18, 2014 the landlord must either file an application for dispute resolution to retain the deposit or return the remaining \$150.00 to the tenant.**

If the landlord fails to return the balance of the deposit by October 18, which means that if the landlord chooses to mail the deposit it must be postmarked no later than October 18, the tenant may file an application for dispute resolution for double the deposit.

Conclusion

The claim 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: October 27, 2014

Residential Tenancy Branch

