



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application by the Tenant for a monetary order for return of double the security deposit paid to the Landlord and for the return of the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary Issue

The Tenant had an incorrect spelling for the Landlord's last name. This has been amended in the style of cause with the correct spelling.

Issue(s) to be Decided

Has there been a breach of Section 38 of the Act by the Landlord?

Background and Evidence

The Tenant paid the Landlord a security deposit of \$500.00 on or about July 15, 2013. The Tenant vacated the premises on June 1, 2014.

The Tenant provided the Landlord with a written notice of the forwarding address to return the security deposit to, by leaving it in the Landlord's mailbox, on or about June 7, 2014. However, the Tenant used the address of a friend as his forwarding address.

On June 14, 2014, the Landlord sent the Tenant a cheque for \$500.00 to the forwarding address provided by the Tenant. However, the registered mail was returned to the Landlord marked as "unclaimed".

The Tenant filed an Application, again using the address of his friend for service. The Landlord sent her evidence and another cheque to this address. However, the Tenant refiled his Application with his current address, as he had not served the Landlord with his initial Application within three days.

The Tenant then filed a second Application with his correct, current mailing address.

The Landlord has submitted evidence to the branch showing she initially sent the registered mail with the deposit cheque within 15 days of receipt of the forwarding address of the Tenant on June 14, 2014, although as explained above, this was the address for the Tenant's friend.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Tenant failed to provide the Landlord with the correct forwarding address to return the deposit to.

The Tenant testified he is often out of town working and he used the address of his friend. I explained to the Tenant that his friend would be unable to claim registered mail in the name of the Tenant as his friend would lack the identification or authorization required.

The Landlord was provided with the Tenant's current forwarding address and agreed to send the \$500.00 to the Tenant within a day or two. I order that the Landlord has 15 days from the date of the hearing to mail the security deposit to the Tenant. If the Landlord fails to do this, the Tenant may make another Application for double the security deposit.

Therefore, I dismiss the Tenant's Application, with leave to reapply. As I have found the Tenant failed to provide the correct forwarding address to the Landlord, I do not award him the filing fee for the Application.

Conclusion

The Tenant's Application is dismissed with leave to reapply, if the Landlord fails to return the deposit within 15 days.

The Tenant is not awarded the filing fee, as he failed to provide the Landlord with a forwarding address that was suitable for the return of the deposit.

The Landlord has 15 days from the date of the hearing to send the Tenant his security deposit, and failing this, the Tenant may reapply for double the security deposit.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 30, 2014

Residential Tenancy Branch

