



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenant for recovery of his security deposit. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that she had received the tenant's application and evidence. Neither party raised any 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 recovery of the security deposit?

Background and Evidence

The tenancy began on September 1, 2012. At the outset of the tenancy the tenant paid the landlord a security deposit of \$725. The tenancy ended on May 31, 2014.

The tenant stated that he have the landlord his new address by text message on the last day of the tenancy. The tenant stated that he did not give the landlord written authorization to keep any portion of his security deposit. The tenant stated that the landlord deducted \$130.44 from the deposit and returned the balance to the tenant; however, the landlord made out the cheque in the wrong name and the tenant could not cash the cheque.

The landlord stated that when the tenant vacated the rental unit required cleaning and repairs. The landlord confirmed that she made deductions from the deposit but the tenant did not give her written permission to do so.

Analysis

I find that the tenant is entitled to recovery of his security deposit in the amount of \$725. The landlord did not have the authority to make any deductions from the deposit, and the tenant could not cash the cheque for the balance. As the tenant only stated that he gave the landlord his forwarding address by text message, I find that he did not give his forwarding address in writing as required by the Act, and therefore the doubling provision in section 38 of the Act does not apply.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$725. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: December 12, 2014

Residential Tenancy Branch

