



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

This hearing dealt with an application by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. The landlord confirmed that he received the tenants' evidence and the notice of hearing documents advising him of the tenants claim in accordance with Section 89 of the Act. The landlord did not submit any evidence for this hearing. I find that that landlord has been duly served.

Issue to be Decided

Is the tenant entitled to the return of double the security deposit?

Background, Evidence and Analysis

The tenant gave the following testimony:

The tenancy began on July 15, 2013 and ended on November 30, 2014. The tenants were obligated to pay \$1650.00 per month in rent in advance and at the outset of the tenancy the tenants paid \$812.50 security deposit. The tenant stated that he provided the landlord with his forwarding address by regular mail. The tenant stated that he mailed the letter out on December 5, 2014.

The landlord gave the following testimony:

The landlord stated that he did not receive the tenants forwarding address. The landlord stated that he only received the address when he was served notice of this hearing. The landlord stated that he wanted to wait to the hearing before taking any action. The landlord stated that the tenant did not give him proper notice when moving out and wanted that noted in this hearing.

The tenant did not provide sufficient evidence to show that he had served the landlord of his forwarding address in writing prior to filing an application at the Branch. The tenant provided a copy of the letter for this hearing but by using regular post the tenant is unable to provide evidence that the landlord did in fact receive it. The tenant is not entitled to the return of double the deposit.

However, in the landlords own testimony he advised that he did not have the consent of the tenant to retain the deposit or an order from the Branch granting him the deposit. The landlord chose not to file an application to dispute the tenants claim after he was served notice of this hearing.. I find that the landlord is now duly served of the tenants forwarding address; by the tenant confirming on this date that the address on his application is his current address. As the landlord did not have an order from the Branch or the consent of the tenant to withhold the deposit he must return the original deposit to the tenant within 15 days of receiving this decision.

The tenant is entitled to the return of his \$812.50 security deposit. The tenant is also entitled to the recovery of the \$50.00 filing fee.

It was explained to the landlord that he is at liberty to file his own application seeking dispute resolution if there are unresolved issues between him and the tenant. The landlord indicated that he understood.

Conclusion

The tenant has established a claim for \$862.50. I grant the tenant an order under section 67 for the balance due of \$862.50. 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: March 25, 2015

Residential Tenancy Branch

