



# 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 an order for the return of double her security deposit. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing. The tenant testified that the landlord was personally served with the application for dispute resolution and notice of hearing on January 23, 2015. The landlord acknowledged at the hearing that he was properly served.

### Issue(s) to be Decided

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

### Background and Evidence

The tenancy began in February, 2013. The landlord confirmed that a security deposit of \$1,800.00 was paid at that time. The monthly rent was \$1,800.00. The deposit received by the landlord exceeded the deposit allowed under the *Residential Tenancy Act*, which is limited to the equivalent of a half month's rent. The landlord and the tenant entered into a new tenancy agreement for a term commencing January 1, 2014. The new agreement named the tenant and Ms. E.J.B. as co-tenants. The tenant testified that she gave written notice to the landlord and moved out on February 28, 2014. She said that E.J.B. moved out two months before the tenancy ended in February.

The tenant testified at the hearing that she sent a letter to the landlord dated June 5, 2014 containing her forwarding address. The tenant did not submit a copy of the letter as evidence in support of her application. She said the letter was mailed to the landlord by ordinary mail. The letter commented on the landlord's claims about damage to the rental unit and requested the return of the security deposit.

The landlord testified that he did not receive any letter from the tenant providing her forwarding address. He said that he also learned in January that the tenant made a previous application for dispute resolution that was never served to him and the application was dismissed with leave to reapply. The landlord has not made an application for dispute resolution against the tenant to claim a monetary award or to claim the security deposit.

### Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the tenant's forwarding address is received in writing. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address in writing. The tenant said she sent a letter to the landlord with her forwarding address, but she failed to provide a copy as evidence. It was sent by ordinary mail and the landlord denied that he received it. I find the tenant has failed to prove on a balance of probabilities that the landlord has received her forwarding address in writing. At the hearing the tenant testified that she has moved and she provided her new address at the hearing and she confirmed that this new address is her forwarding address. The landlord is hereby put on notice that he is deemed to have received the tenant's forwarding address in writing on August 10, 2015, which is 5 days from the date of this decision. The landlord must either make an application for dispute resolution or return the deposit to the tenant no later than August 25, 2015.

### Conclusion

The tenant's 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: August 05, 2015

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Residential Tenancy Branch

