



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding O'Reilly Investments Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

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

At the outset of the hearing, the landlord confirmed that they had received the tenant's application and evidence. Both parties were given full opportunity to give affirmed 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 double recovery of the security deposit?

Background and Evidence

The tenancy began on November 1, 2013. At the outset of the tenancy, the tenant paid the landlord a security deposit of \$1,450.00 and a pet deposit of \$1,450.00. The tenancy ended on April 30, 2015. On the move-out inspection condition inspection report, the tenant indicated that the landlord could retain \$150.00 from the security deposit.

Tenant's Claim

The tenant stated that he gave his forwarding address to the landlord's agent via text message, and he then provided it again on May 6, 2015 when he signed the move-out condition inspection report and emailed it back to the landlord. The tenant stated that he did not receive the cheque with the balance of the deposits until May 22, 2015, which is

outside the 15 day time requirement. The tenant has applied for the doubled amount of the deposit and reimbursement of the \$150.00 that the tenant indicated the landlord could keep from the deposit.

Landlord's Response

The landlord stated that the forwarding address must be in writing, and the tenant's texts to the agent do not constitute "in writing." The landlord stated that they were not even aware that the tenant had moved out until May 21, 2015, when they received the tenant's phone call regarding return of the deposits. The landlord stated that they attended the tenant's new address on May 21, 2015 and left the cheque for the balance of the deposits with the concierge.

Analysis

Section 38 of the *Residential Tenancy Act* requires that 15 days after the later of the end of tenancy and the tenant providing the landlord with a written forwarding address, the landlord must repay the security deposit or make an application for dispute resolution. If the landlord fails to do so, then the tenant is entitled to recovery of double the amount of the security deposit.

In this case, the tenancy ended on April 30, 2015, and the tenant stated that he provided his forwarding address via email on May 6, 2015. The landlord left the balance of the deposits with the concierge at the tenant's address on May 21, 2015. I find that the landlord fulfilled their obligation to return the balance of the deposit within the required time frame, as the Act specifies that the landlord must repay, not that the tenant must receive, within 15 days. Further, the tenant did not provide any evidence to establish that the concierge was not permitted to accept documents on the tenant's behalf.

The tenant agreed in writing to allow the landlord to keep \$150.00 from the security deposit, and the tenant has provided no evidence to show that the landlord was not in fact entitled to keep that amount.

The tenant's application is dismissed.

As their application not was successful, the tenant is not entitled to recovery the filing fee for the cost of this application.

Conclusion

The tenant's application is dismissed.

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: November 23, 2015

Residential Tenancy Branch

