



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Northern Property Real Estate Investment Trust
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of his security deposit and the recovery of the filing fee. The tenants' stated that their evidence and application for dispute resolution and notice of hearing package was served on the landlord by having a witness present when personally serving them on June 17, 2015. The landlords did not participate in the conference call hearing. I am satisfied that the landlord was served in accordance with Section 89 of the Act and the hearing proceeded and completed in their absence. The landlord submitted some documentation for this hearing which the tenant confirmed that he did receive.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence

The tenants' testimony is as follows. The tenancy began on October 1, 2012 and ended on April 30, 2015. The tenants were obligated to pay \$1250.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$625.00 security deposit and a \$625.00 pet deposit. The tenant stated that he provided the wrong forwarding address to the landlord at the move out condition inspection on April 30, 2015. The tenant stated that he returned to the landlords' office the following day to provide the correct forwarding address. The tenant stated that the landlord mailed out his cheque to the wrong forwarding address and the cheque was returned to the landlord. The tenant stated that he asked the landlord for his cheque and the \$50.00 filing fee to be mailed to him but the landlord advised that he would not pay the \$50.00 filing fee and told the tenant he would return the cheque only by having the tenant attend at the office and would not mail it out.

Analysis

After reviewing the documentation and evidence of the tenant it is clear that the tenant has not yet received his deposit. The landlord owns documentation supports that. What is not clear is when the tenant provided the correct forwarding address in writing as required under the Act. The tenant stated "If I can get double the deposit back, I'll go for double". As it is not clear by way of documentation or testimony as to when the correct forwarding address was provided to the landlord in writing, I find that the tenant is not entitled to the doubling provision. The landlord met their original obligation of mailing out the deposit as agreed to the address provided. It was the tenants' error that caused the misdirection of the return of the deposit and I do not find the landlord at fault for that.

However, the landlord cannot make unreasonable demands such as the deposit will only be returned in person after the tenant has asked that it be mailed to him. Based on all of the above and on a balance of probabilities, I find that the tenant is entitled to the return of both his security and pet deposit in the amount of \$1250.00.

The tenant is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The tenant has established a claim for \$1300.00. I grant the tenant an order under section 67 for the balance due of \$1300.00. 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: November 30, 2015

Residential Tenancy Branch

