



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC

Introduction

This is an application brought by the tenant requesting an order for double his security deposit and an order for the landlord comply with the Residential Tenancy Act.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on June 7, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

The applicant was affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established a claim for return of double his security deposit.

Background and Evidence

The applicant testified that he believes this tenancy began on September 1, 2013 and ended on April 25, 2014.

The applicant further testified that although he does not have a copy of the tenancy agreement or any security deposit receipt, he believes he paid a security deposit of \$540.00 prior to moving in.

The applicant also testified that he e-mailed the landlord a forwarding address somewhere around April 25, 2014 although he is not sure exactly when.

The applicant is requesting an order for the return of his security deposit doubled.

Analysis

First of all, it is my finding that the applicant has not met the burden of proving that he paid a security deposit to the landlord as he is provided no evidence to show a deposit was paid other than his testimony which was somewhat vague, as he stated he believed he paid a deposit of about \$540.00.

Secondly, even if the tenant has paid a deposit, the landlord is under no obligation to return the deposit until he receives a forwarding address in writing as stated below in section 38 of the Residential Tenancy Act.

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Further, 39 of the Residential Tenancy Act states:

39 Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,

(a) the landlord may keep the security deposit or the pet damage deposit, or both, and

(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

Although the tenant claims to have sent a forwarding address by e-mail .again he has provided no evidence in support of that claim, and further e-mail is not a method of

service that is recognized under section 88 of the Residential Tenancy Act which states how all documents must be served.

Therefore, since the tenant has not serve the landlord with a forwarding address in writing in a method allowed under the act, and since one year has passed since the end of the tenancy the landlord may keep the deposit and the tenants right to the return of the deposit has been extinguished.

Conclusion

This application is dismissed in full without 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: November 09, 2015

Residential Tenancy Branch

