



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$400 for the return of double the security deposit.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The tenant testified he served the landlord by giving it to a female person who apparently resided in the rental unit. The landlord objected to the form of service. I determined there was sufficient service as the landlord was present and participating in the hearing.

The landlord requested an adjournment. The tenant objected. I dismissed the landlord's request as I determined the landlord had ample time to prepare for the hearing. Further, the landlord request was based on obtaining material to present his case. This is not sufficient cause to adjourn the tenant's claim.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on March 1, 2015. The rent was \$850 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$400 at the start of the tenancy.

The tenancy ended on August 1, 2015.

The tenant(s) testified that he provided the landlord with his forwarding address in writing by leaving it in the rental unit when he vacated on August 1, 2015. The landlord denies receiving the tenant's forwarding address .

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the **landlord receives the tenant's forwarding address in writing unless the** parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Analysis

After carefully considering the evidence I determined the tenant failed to prove that the landlord has received the tenant's forwarding address in writing. The tenant testified he left the forwarding address in the rental unit when he left. The landlord denies receiving it. The Act requires that the tenant prove that the landlord received the tenant's forwarding address. The landlord works out of town. The receipt by the landlord of the tenant's forwarding address in writing is a pre-condition for the tenant's filing an application for the return of the deposit as the Residential Tenancy Act gives the landlord a 15 period to either return the security deposit or file a claim.

As a result I ordered that the tenant's application for double the deposit be dismissed with liberty to re-apply. The tenant must first serve the landlord with his forwarding address in writing and then give the landlord 15 days to either return the security deposit or file a claim against the security deposit before the tenant can file a claim for double the deposit.

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: December 08, 2015

Residential Tenancy Branch

