



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC*

### **Introduction**

This hearing dealt with an application by the tenant for an order for the return of double the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issue(s) to be Decided**

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

### **Background and Evidence**

The tenancy began in 2007 and ended on May 26, 2015. Prior to moving in, the tenant paid a deposit of \$642.50.

The landlord stated that the tenant never did give him her forwarding address in writing, after the tenancy ended. The tenant stated that communication throughout the tenancy was primarily by email and payments were also made by email transfers. The tenant stated that she assumed that the landlord would return the security deposit by email and therefore did not make a formal request in writing for the deposit to be returned to her email address.

The landlord stated that despite not having received an address in writing he returned the deposit plus interest to the tenant on June 16, 2015.

The tenant argued that since the tenancy ended on May 26, 2015, the landlord did not return the deposit within the legislated time frame of 15 days and therefore she was entitled to the return of double the 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 forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

Section 39 of the *Residential Tenancy Act* states that if a tenant does not give a landlord a forwarding address in writing within one year after the end of tenancy, the landlord may keep the deposit and the right of the tenant to the return of the deposit is extinguished.

In this case, I accept the landlord's testimony that the tenant failed to provide the landlord with her forwarding address in writing and accordingly I find that the tenant is not entitled to the return of double the security deposit.

The tenant agreed that she has received the deposit plus the accrued interest. Since the tenant has received the deposit plus interest and is not entitled to the return of double the deposit, no further action is required in this matter.

### **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: December 10, 2015

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Residential Tenancy Branch

