



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order and an order for the return of her security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on June 1, 2015 and that the tenant vacated the rental unit on June 13, 2015. The tenant claimed that she gave her forwarding address in writing to the landlord by posting a letter requesting the deposit to the door of the landlord's home. She testified that while her forwarding address was not on the letter, it was written on the envelope attached to the door. The landlord acknowledged having received the letter, but claimed that the envelope did not have the tenant's address on it. Neither party provided a copy or photograph of the envelope.

Analysis

In order to establish her claim for double the security deposit, the tenant must prove that she (a) paid a deposit; (b) vacated the unit; and (c) gave the landlord her forwarding address in writing. The tenant cannot apply for double the security deposit until the landlord has received her forwarding address in writing and has had 15 days in which to respond by either returning the deposit or filing a claim against it.

At the hearing, I advised the tenant that I was unable to find that she had provided her forwarding address to the landlord and that I therefore found that her application was

premature. The tenant confirmed that the address on her application for dispute resolution was her forwarding address. I advised the landlord that on the date of the hearing, January 5, 2016, he had received the forwarding address and that he had until **January 20, 2016** to either file a claim against the deposit or return it in full. The landlord confirmed that he understood that his obligation to act with respect to the deposit had been triggered. If the landlord does not return the deposit or file a claim against it by January 20, 2016, the tenant has liberty to reapply for double the deposit.

I note that the tenant had other monetary claims related to the tenancy. All of these claims are dismissed with leave to reapply and may be heard together at a future hearing should one be required.

Conclusion

The claim is dismissed with 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: January 11, 2016

Residential Tenancy Branch

