



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of her security deposit and the recovery of the filing fee. The landlord confirmed that they received the tenants' documentary evidence, the Notice of Hearing letter and Application for Dispute Resolution. I am satisfied that the tenant served the landlord in accordance with the service provisions of the Act and the Rules of Procedure. The landlord did not submit any documentary evidence. Both parties gave affirmed evidence.

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 June 1, 2014 and ended on June 30, 2015. The tenants were obligated to pay \$1150.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$375.00 security deposit. The tenants stated that they did not provide the landlord with their forwarding address. The tenants stated that in their community there is no door to door delivery and that they retained the same post office box for all future mail.

The landlords' testimony is as follows. The landlord stated that the tenant caused several thousand dollars' worth of damage so he didn't return the deposit. The landlord stated that he was unaware of the "protocols" involved in the hearing process. The landlord stated that the tenant did not provide their forwarding address in writing as required.

Analysis

The tenant stated that she did not feel it was necessary to provide the landlord her forwarding address as her post office box had not changed. The tenant is incorrect in her assertion. The landlord had no way of knowing whether the tenant was moving across the street or across the country without her providing that information. Section 39 of the Act states that a tenant must provide their forwarding address within one year of the end of the tenancy and that it must be done so in accordance with Section 88 of the Act. In this case the landlord was not served the tenants forwarding address until he received the Notice of Hearing documents.

Accordingly; since the landlord was not properly served the tenants forwarding address as required, the doubling provision of the deposit, pursuant to Section 38 of the Act is not available to the tenant. The landlord advised that he has not returned the security deposit nor has he filed an application seeking to retain it. Based on the above, however, I do find that the tenant is entitled to the return of the \$375.00 security deposit.

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

Conclusion

The tenant has established a claim for \$425.00. I grant the tenant an order under section 67 for the balance due of \$425.00. 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: January 11, 2016

Residential Tenancy Branch

