



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein he sought a Monetary Order for return of the security deposit and recovery of the filing fee for the claim.

Both parties appeared at the hearing, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Issues to be Decided

1. Is the Tenant entitled to a Monetary Order for return of double the security deposit?
2. Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The Tenant testified that the tenancy began in April of 2015. The Tenant paid a security deposit of \$425.00 as follows: he paid \$225.00 in April of 2015 and then he paid another \$200.00 in May of 2015. The Tenant vacated the premises on July 31, 2015.

The Tenant testified that in June of 2015, when he provided his notice to end the tenancy, he provided the Landlord with a written notice of the forwarding address to return the security deposit to. He did not provide a copy of this correspondence in evidence. The Tenant confirmed that he did not sign over a portion of the security deposit.

The testimony of the Tenant was that the Landlord did not perform neither incoming nor outgoing condition inspection reports.

The Landlord testified that the Tenant rented a room in her home commencing April 2015 after which he moved into the basement suite as of June 2015. She stated that at the time he moved into the basement suite she collected the balance of the security deposit such that she holds the sum of \$425.00. She introduced in evidence a copy of the residential tenancy agreement which confirms the amount of \$425.00 as a security deposit. The tenancy agreement further notes that the tenancy was for a two month period ending July 31, 2015.

The Landlord confirmed that she did not conduct a move in or move out condition inspection.

The Landlord further testified that she did not receive the Tenant's forwarding address in writing as claimed by the Tenant.

Analysis

The Landlord denied receiving the Tenant's forwarding address in writing as required by section 38(1)(b) of the Act. The Tenant claims to have provided his forwarding address in writing, yet did not provide any supporting documentation in evidence. As I am unable to reconcile these accounts, I find that the Tenant has failed to prove he satisfied the requirements of section 38(1)(b) of the Act.

During the hearing the Tenant confirmed his address as set out on the Application for Dispute Resolution. **Accordingly, the Landlord was put on notice at the hearing that she now has the Tenant's forwarding address and must deal with the security deposit pursuant to Section 38 of the Act.**

The Tenant's application is dismissed with leave to reapply if the Landlord does not return the security deposit within 15 days of the date of the hearing.

Conclusion

The Tenant failed to prove he gave the Landlord written notice of his forwarding address as required by section 38. The Tenant's Application is dismissed with leave to reapply. The Landlord is put on notice to deal with the Tenant's security deposit in accordance with section 38, and that she is deemed to have received the Tenant's forwarding address as of the date of the hearing.

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: March 03, 2016

Residential Tenancy Branch

