



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD*

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 tenant was represented by his mother. 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 tenant moved into the rental unit on January 01, 2014 and shared the rent with his mother who was already a tenant at the time he moved in. The tenant's share of rent was 446.00 and prior to moving in the tenant paid a security deposit of \$223.00. The tenancy for both the tenant and his mother ended on March 31, 2014.

The landlord stated that he had no contact information for the tenant until he received a letter from the tenant dated September 15, 2015, which contained a request for the return the security deposit to the address provided. A copy of this letter was filed into evidence by the tenant. On September 27, 2015, the landlord mailed a cheque in the amount of \$223.00, to the tenant by registered mail to the forwarding address provided by the tenant. The landlord filed a copy of the tracking slip and the cheque made out to the tenant. The envelope was returned to the landlord.

The landlord also filed a copy of the returned envelope which was marked "unknown". The address that the landlord had used was the one provided by the tenant. The tenant testified that the tenant continues to reside at this address.

On the same date that the tenant sent his forwarding address to the landlord, the tenant also made application for dispute resolution for the return of double the security deposit.

Analysis

Section 39 of the *Residential Tenancy Act* states:

Landlord may retain deposits if forwarding address not provided

39 Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,

(a) the landlord may keep the security deposit or the pet damage deposit, or both, and

(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

In this case, the tenant testified that the tenancy ended on March 31, 2014 and the tenant provided his forwarding address in writing to the landlord on September 15, 2015. Based on the tenant's testimony, I find that the tenant provided the landlord with his forwarding address approximately 18 months after the end of tenancy.

Based on the testimony and evidence of both parties, I find that the tenant failed to provide the landlord with his forwarding address in writing within the legislated time frame and accordingly, pursuant to s. 39 of the *Residential Tenancy Act*, since the tenant did not give the landlord a forwarding address in writing within one year after the end of tenancy, the landlord may keep the security deposit and the right of the tenant to

the return of the deposit is extinguished.

Conclusion

The tenant's application is dismissed. The landlord may retain the security 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: March 22, 2016

Residential Tenancy Branch