



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF O

Introduction

This hearing convened pursuant to monetary claims by the tenant and the landlord. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing the landlord withdrew his application. I therefore only heard evidence regarding the tenant's claim.

Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

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

Background and Evidence

The tenancy began on December 1, 2014. At the outset of the tenancy the tenant paid the landlord a security deposit of \$825.00. The tenancy ended on or about July 6, 2015. The tenant stated that he gave the landlord his forwarding address in writing on that date. The landlord stated that the tenant did not provide his forwarding address.

The landlord wrote the tenant a cheque for return of the security deposit but then put a stop payment on the cheque. The landlord stated that he put a stop payment on the cheque because the tenant did not pay utilities or disclose all of the damage he had done to the rental unit.

Analysis

Under section 38 of the Act, if the landlord does not return the deposit or make an application to keep the deposit 15 days after the later of the two of the tenancy ending and the tenant providing a forwarding address in writing, the tenant is entitled to double recovery of the security deposit.

In this case, the tenant failed to provide sufficient evidence that he gave the landlord his forwarding address in writing, and the landlord disputed having received the forwarding address in writing. I therefore find that the tenant is not entitled to double recovery of the deposit. The tenant is entitled to recovery of the base amount of the deposit, in the amount of \$825.00.

As the tenant's application was partially successful, I grant him partial recovery of the filing fee, in the amount of \$25.00.

Conclusion

The landlord's application has been withdrawn. The landlord may reapply for dispute resolution for up to two years after the tenancy ended.

I grant the tenant an order under section 67 for the balance due of \$850.00. 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: April 25, 2016

Residential Tenancy Branch