



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PREMIER CHOICE INN LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes

MNSD FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- authorization to obtain a return of all or a portion of the security deposit, including double the amount, pursuant to section 38;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. The landlord did not attend this hearing, although I waited until 1:45 p.m. in order to enable the landlord to connect with this teleconference hearing scheduled for 1:30 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The tenant testified that on April 29, 2016, he sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail. Registered mail tracking numbers were provided in support of service.

Based on the above evidence, I am satisfied that the landlord was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the landlord.

### Issues

Is the tenant entitled to a return of all or a portion of the security deposit, including double the amount?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The tenant testified that spoke to landlord via telephone in response to an online advertisement of the rental unit. At that time, the tenant lived in Terrace, BC and the advertisement was for a rental unit in Prince George, BC. The tenant paid a security deposit to the landlord in the

amount of \$725.00 via bank transfer on April 14, 2016. The tenancy was to begin on May 1, 2016. On April 22, 2016, the tenant traveled to Prince George and on inspection of the rental unit found that it was not as advertised by the landlord. The tenant did not take possession of the rental unit and requested the landlord return his security deposit. The tenant requested return of the security deposit by telephoning the landlord. The tenant did not make a written request for return of the security deposit.

### Analysis

Section 38 of the Act provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a **forwarding address in writing**, whichever is later. A landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

The tenant did not present any evidence that a forwarding address was provided to the landlord in writing. The tenant only made a verbal request for the return of the security deposit.

I find the tenant did not provide a forwarding address in writing to the landlord. I dismiss the tenant's claim for return of the security deposit with leave to reapply.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

### Conclusion

The tenant's application 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: July 15, 2016

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Residential Tenancy Branch