



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 330127 BC LTD No 330127  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD

### Introduction

On July 19, 2016, the Tenant submitted an Application for Dispute Resolution for the return of all or part of the pet damage deposit or security deposit.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Tenant entitled to the return of double the security deposit?

### Background and Evidence

Both parties testified that the tenancy commenced on November 1, 2008, as a month to month tenancy. Rent in the amount of \$511.00 was due on the first day of each month. The Tenant paid the Landlord a security deposit of \$250.00.

The Tenant moved out of the rental unit at the end of May 2015.

The Landlord provided a copy of the Tenancy agreement signed by the Tenant on November 1, 2008.

The Tenant testified that the Landlord failed to return the security deposit within 15 days after the tenancy ended.

The Tenant provided a copy of a letter dated July 14, 2016, that he sent to the Landlord providing his forwarding address and requesting the return of the security deposit.

The Landlord submitted that the Tenant left on May 28, 2015, without a formal inspection and did not leave a forwarding address. The Landlord submitted that suddenly they received a letter from the Tenant requesting the return of the security deposit.

### Analysis

Residential Tenancy Policy Guideline # 17 Security Deposit and Set Off states

*The landlord has 15 days, from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the security deposit plus interest to the tenant, reach written agreement with the tenant to keep some or all of the security deposit, or make an application for dispute resolution claiming against the deposit.*

*If the landlord does not return or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit.*

Section 39 of the Act states:

*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.*

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

I find that the tenancy ended on May 31, 2015. The Tenant provided his forwarding address to the Landlord on July 14, 2016. I find that the Tenant's right to the return of the security deposit is extinguished pursuant to section 39 of the Act.

The Tenants Application for the return of double the security deposit is dismissed.

### Conclusion

The Tenant failed to provide his forwarding address in writing to the Landlord within one year after the end of the tenancy. Pursuant to section 39 of the Act, the Tenant's right to the return of the security deposit is extinguished.

The Tenant's request for the return of the security deposit is dismissed.

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 18, 2017

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Residential Tenancy Branch