



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on May 8, 2017 (the "Application"). The Tenant applied for an order that the Landlord return all or part of the pet damage deposit or security deposit, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing on her own behalf and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant testified that the Application package was served on the Landlord by registered mail, with a signature required, within a few days after receiving documents from the Residential Tenancy Branch. The Tenant indicated she had a registered mail receipt but could not locate it during the hearing. Based on the Tenant's affirmed testimony, I find the Landlord was sufficiently served with the Application package for the purposes of the *Act*, pursuant to section 71 of the *Act*.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to 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.

Issue to be Decided

Is the Tenant entitled to an order that the Landlord return all or part of the pet damage deposit or security deposit?

Background and Evidence

The Tenant testified that the tenancy began on or about January 1, 2016, and ended when she vacated the rental unit on or about April 1, 2017. The Tenant paid a security deposit of \$300.00, which the Landlord retains. A receipt, dated January 10, 2016, was submitted by the Tenant in support of the payment of the security deposit.

The Tenant claimed the return of double the amount of the security deposit, pursuant to section 38 of the *Act*. She testified that she provided the Landlord with her forwarding address in writing by giving it to her former roommate, who is also the Landlord's mother, when she vacated the rental unit.

The Landlord did not attend the hearing to respond to the Tenant's Application.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

A landlord's obligation to return a security deposit to a tenant is triggered upon receipt of the tenant's forwarding address in writing. Section 38(1) of the *Act* requires a landlord to repay the security deposit or make an application for dispute resolution within 15 days after receipt of a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to do one of these two things, section 38(6) of the *Act* confirms the tenant is entitled to the return of double the security deposit.

In this case, the Tenant testified that her forwarding address was provided to her roommate, who is also the Landlord's mother. Accordingly, I am not satisfied the Landlord was provided with the Tenant's forwarding address in writing as required under section 38(1) of the *Act*. However, I find the Landlord is deemed to have received the Tenant's forwarding address in writing on the date of this Decision. As a result, I order the Landlord to deal with any pet damage deposit or security deposit held in accordance with section 38(1) of the *Act*. That is, within 15 days after the date of this Decision, the Landlord must either return any security deposit held to the Tenant, or make a claim against it by filing an application for dispute resolution. Failure to do so may result in the Tenant becoming entitled to receive double the amount of the deposit.

Conclusion

I order the Landlord to deal with any pet damage deposit or security deposit held in accordance with section 38(1) of the *Act*.

The Tenant's Application is dismissed with leave to reapply if the Landlord does not deal with the security deposit in accordance with section 38 of the *Act*.

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: October 16, 2017

Residential Tenancy Branch