



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for the return of double her security deposit under the *Act*.

The tenant and the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

### Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would be emailed to the tenant only.

### Issues to be Decided

- Is the tenant entitled the return of double their security deposit under the *Act*?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenancy began on September 1, 2016 and ended on December 1, 2016 when the tenant vacated the rental unit. The tenant paid a security deposit of \$750.00 at the start of the tenancy which the landlord confirmed she continues to hold.

The tenant confirmed that the only way the tenant has ever provided her written forwarding address is by text. The tenant stated that she has not provided her forwarding address in writing by letter or other document to the landlord which the landlord confirmed.

As a result, the parties were advised that I find the date of this hearing to be the date the landlord has received the confirmed written forwarding address of the tenant. The landlord confirmed that the tenant did not authorize her in writing to retain any portion of the tenant's security deposit and that the landlord continues to hold the tenant's security deposit.

### Conclusion

While I find there is insufficient evidence before me to double the tenant's security deposit as the tenant has not provided sufficient evidence that she served her written forwarding address on the landlord and only sent it by text, I do find that the landlord now has the written forwarding address as of the date of this hearing, July 19, 2018.

As a result, I order the landlord to return the tenant's security deposit of \$750.00 within 15 days of the date of this hearing, July 19, 2018. The parties agreed that the landlord would pay the tenant by e-transfer and the email address of the tenant was confirmed during the hearing by the landlord.

Should the landlord fail to comply with my order, I grant the tenant a monetary order pursuant to section 67 of the *Act* in the amount of \$750.00. Should the tenant require enforcement of this order, the monetary order must be served on the landlord by the tenant before it is filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 19, 2018

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Residential Tenancy Branch