



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for return of the security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant and landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed receipt of the tenant's application for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the application.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for return of the security deposit?

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

Background and Evidence

As per the testimony of the parties, the tenancy began on July 1, 2017 on a month-to-month basis. Rent in the amount of \$1,000.00 was payable on the first of each month. The tenant remitted a security deposit in the amount of \$500.00 at the start of the tenancy. The tenant vacated the rental unit on September 1, 2018, pursuant to a 1 Month Notice.

The tenant testified that she provided her forwarding address in writing on August 31, 2018. The landlord confirmed receipt of the forwarding address this date. The landlord contended it was the tenant's work address, which does not meet the requirement of a forwarding address under the *Act*. The tenant confirmed that the address provided to the landlord on August 31, 2018 and the service address she used in her application to

the Residential Tenancy Branch is her work address. She testified that her employer allowed her to use the address for this matter.

The parties agreed the tenant did not authorize the landlord verbally or in writing, to retain the security deposit.

Analysis

Section 38 of the *Act* establishes that a landlord has fifteen days from the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing to file an arbitration application claiming against the deposit, or return the deposit. The tenant may waive their right to the return of the security deposit through written authorization to the landlord. In the absence of written authorization from the tenant, the landlord must return the security deposit or file an application within fifteen days. Should the landlord fail to do this, the landlord must pay the tenant double the amount of the security deposit.

The landlord acknowledged he received the forwarding address August 31, 2018. The *Act* does not require the tenant to provide a residential address; the tenant is at liberty to provide an address other than residential. The landlord did not file an arbitration application to retain the deposit, the landlord did not return the deposit and the landlord did not receive written authorization to retain it. Based on this, I find the tenant is entitled to double the value of her security deposit in the amount of \$1,000.00.

As the tenant was successful in this application, I find that the tenant is entitled to recover the \$100.00 filing fee paid for the application, for a total award of \$1,100.00

Conclusion

I issue a monetary order in the tenant's favour in the amount of \$1,100.00 against the landlord.

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 21, 2019

Residential Tenancy Branch