



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenant for the return of double the security and pet deposits and to recover the filing fee.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on March 28, 2019. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to the return of double the security and pet deposits?

Background and Evidence

This tenancy started on January 15, 2012 as a one year fixed term tenancy and then continued as a month to month tenancy. The tenancy ended February 28, 2019. Rent was \$1,390.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$650.00 and a pet deposit of \$650.00 both on December 18, 2011. No condition inspection reports were completed for this tenancy.

The Tenant said they moved out of the rental unit on February 28, 2019. The Tenant continued to say that he thought he gave the Landlord his forwarding address by email on either March 3 or March 4, 2019, but he did not have a record of it. The evidence package submitted by the Tenant did not make any reference to whether the forwarding address was sent to the Landlord. The Tenant said he has no proof of sending his forwarding address to the Landlord. The Tenant said he did receive a cheque for \$1,400.00 from the Landlord in early April 2019, but he is basing his application on the

date the tenancy ended and he believes he should receive double the deposits as the Landlord was late in returning the deposits.

The Landlord said she had forgot to send the Tenant's deposits back to him and when she received his hearing package on March 28, 2019 she sent the deposits and the cost of the filing fee to the Tenant on April 1, 2019. The Landlord said the cheque was for \$1,400.00 representing \$650.00 for the security deposit, \$650.00 for the pet deposit and \$100.00 for the filing fee for a total of \$1,400.00. The Landlord said she has no recollection of receiving the Tenant's forwarding address prior to receiving the hearing package. .

Analysis

Section 38 (1) says that except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) **the date the landlord receives the tenant's forwarding address in writing,**

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I find from the evidence provided by the Tenant and the Landlord there is no proof that the Tenant provided the Landlord with the Tenant's forwarding address in writing. Consequently, as the Landlord may not have received the Tenant's forwarding address in writing and the Landlord has returned the Tenant full security and pet deposits on April 1, 2019; I find the Landlord has complied with the Act in dealing with Tenant's security and pet deposits. Therefore, I find the Tenant has no grounds to be awarded double the security and pet deposits under section 38 of the Act. I dismiss the Tenant's application due to a lack of evidence.

Further as the Tenant was not successful in his application, I order the Tenant to return \$100.00 to the Landlord which the Landlord included in her cheque to cover the cost of the filing fee. It should be noted the Tenant agreed to return the \$100.00 within 15 days of the hearing.

Conclusion

The Tenant's application is dismissed without leave to reapply due to a lack of evidence.

The Tenant is order to pay the Landlord \$100.00.

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: April 30, 2019

Residential Tenancy Branch