



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FFT

Introduction

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$1080 for double the security deposit.

The Landlord failed to appear at the scheduled start of the hearing which was 1:30 p.m. on May 6, 2019. The Tenant applicant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides on March 28, 2019. With respect to each of the applicant's claims I find as follows:

Issue to be Decided:

The issue to be decided is whether the tenant is entitled to the return of double the security deposit/pet deposit?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on February 15, 2011. The tenancy ended on February 28, 2019. The rent at that time was \$740 per month payable in advance on the first day of each month. The tenant testified she paid a security deposit of \$362.50 and a pet damage deposit of \$150 at the start of the tenancy.

It is unclear when the Tenant gave the landlord her forwarding address in writing. She testified that it was around March 15, 2019 but she was uncertain and could not remember. She did not keep a copy of that evidence and did not retain a copy of the registered mail receipt.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Analysis

I determined the tenant failed to prove that she provided the landlord with her forwarding address in writing and failed to prove that she waited 15 days after providing the landlord with her forwarding address in writing before filing a claim.

I determined the Tenant has failed to comply with the section 38 of the Residential Tenancy Act. I ordered that the application for the return of double security be dismissed with liberty to re-apply. Liberty to reapply is not an extension of any applicable limitation period.

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: May 06, 2019

Residential Tenancy Branch