



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This matter dealt with an application by the tenant for the return of his security deposit and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and were sent to the landlords business address by registered mail on May 19, 2010.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

Is the tenant entitled to the return of his security deposit?

### Background and Evidence

Both parties agree that this tenancy started on August 01, 2009 and ended on April 28, 2010. This was a fixed term tenancy which was due to expire on August 01, 2010. The tenant paid a monthly rent of \$840.00 plus \$30.00 per month for the use of the laundry. The tenant paid a security deposit of \$420.00 on July 27, 2009.

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The tenant states the landlord has withheld his security deposit for some cleaning of the rental unit. The tenant states the rental unit was left clean at the end of the tenancy. The tenant states he took part in the move out condition inspection but did not agree with the landlords comments on the inspection and did not give his authorisation to the landlord to make these deductions from his security deposit.

The tenant agrees that he did not give the landlord his forwarding address in writing at the end of the tenancy but states this was given to the landlord on his application for this hearing.

The landlord named on the application states that he is not the landlord but the landlords' agent and agrees that he did not receive the tenants forwarding address at the end of the tenancy.

## Analysis

Section 38(1) of the *Act* says that a landlord (or the person acting as his agent) has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution.

The tenant argues that although he did not give the landlord his forwarding address in writing he did give his address on the application. However the address on the application is classed as an address for service and not necessarily a forwarding address. As the tenant has declared during the hearing that this address on his application is his forwarding address I will accept that the landlord has received the tenants forwarding address in writing as from today's date and the landlord has made a note of the address. Therefore, the landlord has until October 15, 2010 to either return



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the tenants' security deposit or make a claim to keep it pursuant to section 38(1) of the Act.

Consequently, the tenant is not entitled, at this time, to the return of his security deposit.

## Conclusion

The tenants' application is dismissed with leave to reapply.

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: September 30, 2010.

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Dispute Resolution Officer