



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MNDC, FF, O

Introduction

This matter dealt with an application by the tenant for the return of the balance of the security deposit, a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, Regulations or tenancy agreement, other issues and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to both landlords by registered mail on October 26, 2010. I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlord's absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlords did not appear the submissions were made by the female tenant. On the basis of the evidence presented at the hearing, a decision has been reached.

Issues(s) to be Decided

- Are the tenants entitled to the return of the balance of their security deposit?

Background and Evidence

The tenant attending testifies that this tenancy started on May 01, 2009 and ended on August 01, 2010. Rent for this unit was \$1,800.00 for the month and was paid on the first of the month. The tenants paid a security deposit of \$900.00 on March 28, 2009.

The tenants seek the return of double the balance of the security deposit as the landlord did not return all the security deposit to the tenants within 15 days of them providing the landlord with their forwarding address in writing. The tenant states they sent the landlord an e-mail asking for his security deposit and included the forwarding address and have provided copies of the e-mails in evidence.

Analysis

The tenants have applied for the return of the balance of the security deposit; however, the tenants did not give the landlord a forwarding address in writing, as required under section 38 (1) of the *Residential Tenancy Act*, prior to applying for arbitration. The tenants did give the landlord their forwarding address by e-mail however this is not an accepted form of communication for providing a forwarding address under the *Act*.

Therefore at the time that the tenant applied for dispute resolution, the landlord was under no obligation to return the balance of the security deposit and therefore this application is premature.

Conclusion

I therefore dismiss the tenants claim in its entirety with leave to re-apply.

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: February 23, 2011.

Residential Tenancy Branch