



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

MNSD, FF

### **Introduction**

This Dispute Resolution hearing was convened to deal with an Application by the tenant for an order for the return of the security deposit and the pet damage deposit retained by the landlord.

Both parties appeared at the hearing to give evidence.

### **Issue(s) to be Decided**

The tenant was seeking a monetary order for the return of double the security deposit not returned by the landlord within 15 days of receiving the tenant's forwarding address.

### **Preliminary Matter**

At the outset of the hearing the respondent/landlord pointed out that the Dispute Address incorrectly showed the unit as #405, when, in fact, the unit in question was #104. The landlord also advised that the landlord made an application seeking to keep the security deposit for damages as soon as the tenant provided a written forwarding address in July 2011. The landlord testified that a hearing on the landlord's application is scheduled to be heard on October 24<sup>th</sup>, 2011.

The tenant's representative acknowledged receiving the landlord's Notice of Hearing for the upcoming proceeding. The tenant's representative stated that a written forwarding address was given to the landlord on May 2, 2011. The receipt in evidence showed that the address of the unit was #104, not 405 as indicated on the application

**Conclusion**

Given that the application submitted by the tenant showed an incorrect address for the unit under dispute, I find that this matter cannot proceed. However, there is a hearing scheduled to determine the status of the tenant's security deposit on October 24, 2011 and both parties stated that they will attend.

Accordingly, I hereby dismiss this application with respect to unit #405. However, the tenant is at liberty to make an application or cross application for dispute resolution with respect to the correct unit number, #104, in the same complex. The tenant may also merely choose to attend the upcoming hearing for the landlord's application dealing with unit #104, to give testimony about the issues relating to this tenancy and the landlord's failure to return the security deposit.

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: October 18, 2011.

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Residential Tenancy Branch