



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This was the hearing of an application by the tenant for the return of an amount claimed to have been paid as a security deposit. The hearing was conducted by conference call. The applicant and the respondent attended. The respondent was represented by Ms. C.Y, who acted as her representative and translator. The respondent's son was present but he did not participate in the hearing.

Issue(s) to be Decided

Is the applicant entitled to a monetary order in the amount claimed?

Background and Evidence

The applicant testified that she agreed to rent accommodation from the respondent and paid her a security deposit of \$450.00, but before she moved in the respondent placed restrictions on her use of the rental property, including a prohibition against visitors. She said that she asked for her deposit back, but the respondent would not return it.

The respondent said that she received only \$400.00 from the applicant. She said that the applicant received a key when she paid the deposits but then refused to sign a tenancy agreement. Neither party submitted any documents as evidence on this application. The landlord did not provide a receipt for the payment received from the tenant.

The applicant has not provided the landlord with her forwarding address in writing at any time prior to the hearing today.

Analysis and conclusion

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and

the date the tenant's forwarding address is received in writing. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address in writing. While the tenant may have given her address verbally, I find that this is not sufficient to trigger the landlord's obligation to deal with the deposit. At the hearing the tenant testified that the address on her application for dispute resolution is not her current address. She provided a new address at the hearing. I find that the landlord has no obligation to deal with the tenant's security deposit until after the tenant has given the landlord her address in writing. Fifteen days after the landlord receives the tenant's forwarding address the landlord must either make an application for dispute resolution to claim the deposit or return the deposit to the tenant.

The tenant's 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: October 11, 2011.

Residential Tenancy Branch