



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, LAT, MNDC, OLC, OPT

### Introduction

Some documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$500.00, a request to cancel a Notice to End Tenancy, a request for the landlord to comply with the act, a request for an Order of Possession for the tenant, and a request for an order authorizing the tenant to change the locks on the rental unit.

### Background and Evidence

At the hearing the applicant stated that all he is asking for this time is the return of one have to security deposit in the amount of \$250.00 and nothing further.

He also stated that he has not given the landlord a forwarding address in writing as of today's date.

### Analysis

The tenant is requesting the return of ½ his security deposit; however the tenant did not give the landlord a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for dispute resolution.

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

### Conclusion

I therefore dismiss this claim 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 22, 2012.

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Residential Tenancy Branch