



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for the return of her pet and security deposits, for money owed for compensation for damage or loss under the Act, regulation and tenancy agreement, and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, confirmed that neither of them submitted evidence and gave affirmed testimony. During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Has the Tenant provided the Landlord with her forwarding address in writing?

### Background and Evidence

The following facts are not in dispute:

- The parties entered into a 1 year fixed term tenancy agreement that began on March 1, 2011; and
- Rent was payable on the first of each month in the amount of \$688.00; and
- On or before February 15, 2011 the Tenant paid \$375.00 as the security deposit plus \$200.00 as the pet deposit; and
- On February 15, 2011 the Tenant signed the move in condition inspection report form; and
- The Tenant was issued a 10 Day Notice to End Tenancy for unpaid rent and vacated the property on October 28, 2011 due to the Notice; and

- The Landlord did not provide two opportunities or issue a final notice of inspection and the move out condition report was completed in the absence of the Tenant; and
- The Tenant did not provide the Landlord with her forwarding address in writing.

The Tenant affirmed she is seeking the return of her deposits and has also applied for additional compensation to cover off an amount the Landlord is attempting to collect from her. She confirmed she did fall behind on her rent and that she was told by the Landlord's office that they would be keeping her deposits to put towards rent even though she has not given written permission for the Landlord to do this.

The Landlord confirmed they have not received the Tenant's forwarding address in writing.

### Analysis

The tenant has applied for the return of double the security and pet deposits; however the tenant has not met the burden of proving that she gave the Landlord a forwarding address in writing, as required by section 39 of the Residential Tenancy Act, prior to applying for dispute resolution.

Therefore in the absence of any proof that a forwarding address in writing was given to the Landlord, it is my finding that, 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. I therefore dismiss this claim with leave to re-apply.

The remainder of the Tenant's application pertains to amounts the Tenant is seeking to attempt to cover off an amount being sought by the Landlord outside of the hearing process. There is no evidence before me to prove the Landlord has breached the Act, regulation or tenancy agreement, therefore I find there to be insufficient evidence to support the remaining amounts being claimed. Accordingly I dismiss the Tenant's claim for additional compensation

The Tenant has not been successful with her application; therefore she must bear the burden of the cost to file her application.

Conclusion

I HEREBY DISMISS the Tenant's application, 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: April 04, 2012.

---

Residential Tenancy Branch