



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Landlord: OPR, MNR, FF

Tenant: CNR, CNC, MT, MNSD, PSF, OPT, LAT, RR, FF

### **Introduction**

The Tenant applied for a number of items of relief on his application for dispute resolution including the return of a security deposit however at the beginning of the hearing, he confirmed that the tenancy ended on or about November 1, 2012. Consequently, the following items of relief sought by the Tenant are dismissed without leave to reapply:

- For more time to cancel a notice to end tenancy;
- To cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated October 25, 2012;
- To cancel a One Month Notice to end Tenancy for Cause dated October 9, 2012;
- For an Order of Possession for the Tenant;
- For an Order that the Landlord provide services or facilities;
- For an Order authorizing the Tenant to change the locks; and
- For a rent reduction.

The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent and to recover the filing fee for this proceeding. The Landlord did not attend the hearing of his application and in the absence of any evidence from him it is dismissed in its entirety without leave to reapply.

The Tenant said that on October 23, 2012 he served the Application and Notice of Hearing (the "hearing package") on the Landlord by registered mail. Section 90(a) of the Act says a document delivered by mail is deemed to be received by the recipient five days later. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absence.

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

1. Is the Tenant entitled to the return of a security deposit?

### Background and Evidence

This month-to-month tenancy started on or about September 1, 2011 and ended on or about November 1, 2012. Rent was \$600.00 per month. The Tenant said he paid a security deposit of \$275.00. The Tenant claimed that the Landlord did not return his security deposit at the end of the tenancy and that he did not give the Landlord written authorization to keep it. The Tenant admitted that he did not give the Landlord his forwarding address in writing.

### Analysis

Section 38(1) of the Act says a Landlord is not obligated to return a security deposit until a tenant has provided him with a forwarding address in writing. Unless a tenant gives his written authorization for a Landlord to keep a security deposit, a Landlord has 15 days from the time he receives (or is deemed to have received) the Tenant's forwarding address to either return the Tenant's security deposit or to apply for dispute resolution to make a claim against the deposit. However, if the Landlord has not completed a move in or a move out condition inspection report then the Landlord is not entitled to make a claim against the security deposit for damages to the rental unit and must return the deposit to the Tenant within 15 days of receiving his forwarding address in writing. If the Landlord does not comply with s. 38(1) the Landlord may be ordered to return double the amount of the security deposit to the Tenant pursuant to s. 38(6) of the Act.

In this case, I find that the Tenant's application for the return of a security deposit is premature because he has not yet provided the Landlord with his forwarding address in writing. Consequently, this part of the Tenant's claim is dismissed with leave to reapply. By way of clarification, although the Tenant's application for a rent reduction was dismissed, he is granted leave to re-apply for compensation for those things that would have formed the basis of his rent reduction claim but for the tenancy having ended.

### Conclusion

The Landlord's application is dismissed in its entirety without leave to reapply. The Tenant's application for the return of a security deposit is dismissed with leave to reapply. The balance of the Tenant's application is dismissed without 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: November 27, 2012.

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Residential Tenancy Branch