



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to the tenant's application for the return of his security deposit. The hearing was conducted by conference call. The tenant called into the hearing and participated. The landlord did not attend although she was served with the application and Notice of Hearing by registered mail sent on January 9, 2013.

Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit

Background and Evidence

The rental unit is shared accommodation in a house occupied by the landlord. The landlord is not the owner of the rental property. The tenancy started in February 2012. The rent was \$400.00 per month and the tenant paid a \$200.00 security deposit at the commencement of the tenancy.

The tenant testified that he moved out of the rental unit on December 18, 2012 at the request of the landlord. He was not given a proper form of Notice to End Tenancy. The tenant said that he exchanged text messages with the landlord concerning the return of his deposit, but he did not provide her with his forwarding address in writing. The tenant testified that the landlord has not returned his deposit so he filed this application for dispute resolution and served it upon the landlord.

Analysis

Section 38(1) of the *Residential Tenancy 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. The tenant will provide the landlord with his forwarding address in writing and request the return of his deposit. The landlord will have 15 days thereafter to return the deposit or make a claim against it.

Conclusion

This application is dismissed with leave to reapply in the event that the landlord fails to return the tenant's security deposit or deal with it in accordance with the provisions of the *Residential Tenancy Act*.

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: March 27, 2013

Residential Tenancy Branch

