



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on February 19, 2013, by the Tenant to obtain a Monetary Order for the return of their security deposit.

The Tenant affirmed that he served the Landlord with copies of his application for dispute resolution and Notice of dispute resolution hearing on Monday February 25, 2013, in person at the Landlord's residence, in the presence of a witness. Based on the submissions of the Tenant I find the Landlord was sufficiently served notice of this proceeding on February 25, 2013, in accordance with the Act; therefore, I proceeded in the Landlord's absence.

### Issue(s) to be Decided

Should the Tenant be awarded a Monetary Order at this time?

### Background and Evidence

The Tenant testified that he entered into a verbal rental agreement to occupy the self contained basement suite. Rent was payable on the first of each month in the amount of \$700.00 and a security deposit of \$350.00 was paid in approximately November 2011. He stated that he occupied the rental unit for just over a year and after providing approximately 1 ½ months notice he vacated the property on January 27, 2013.

The Tenant confirmed that he did not provide the Landlord with his forwarding address in writing, prior to making this application, but he told her when he met her on February 15, 2013, to pick up his deposit. He stated that he met the Landlord at a bank on February 15, 2013, and she was supposed to give him his deposit of \$350.00 but she handed him a cheque for only \$119.00. He has since cashed that cheque.

The Tenant advised that he has moved again; therefore the address he wrote on his application for dispute resolution is no longer valid.

### Analysis

The Tenant has applied for the return of the balance of his security deposit; however the Tenant has not met the burden of proving that he gave the Landlord(s) a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for dispute resolution.

Therefore, in considering the Tenant's submission that he did not provide the Landlord with his forwarding address, in writing, 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.

At the hearing the Tenant stated that the address on the application for dispute resolution is NOT his present forwarding address; therefore it is of utmost importance that the Tenant serves the Landlord his new forwarding address, in writing, prior to making another claim. Once the Landlord receives his forwarding address she will have fifteen days to disburse the security deposit, in accordance with Section 38 of the Act.

### 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: May 16, 2013

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Residential Tenancy Branch