



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing dealt with an application by the tenant for an order for the return of the security deposit and the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant did not pay a filing fee and therefore this portion of her application is dismissed

Issue to be Decided

Did the tenant provide the landlord with a forwarding address? Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy began on December 15, 2012. The rent was \$850.00 due on the 15th of the month. Prior to moving in the tenant paid a security deposit of \$425.00.

The tenant stated that on January 22, 2013, she provided the landlord with notice to end the tenancy effective February 28, 2013. The tenant filed a copy of the written notice. The landlord stated that she had not received this notice and saw it for the first time when she received the hearing package.

The landlord stated she found out that the tenant was moving out on February 28, 2013, which is the day she moved out. I informed the landlord that this hearing dealt with an application by the tenant and therefore I was unable to assist her with any claim she may have pursuant to inadequate notice to end the tenancy. I informed her that she was at liberty to make her own application.

The landlord also stated that she was not provided with a forwarding address and received it when she received the hearing package. The tenant stated that she provided the landlord with her forwarding address in writing on February 28, 2013. The tenant did not have any documentary evidence to support her testimony.

The landlord also referred to damage to the rental unit by the tenant. Again I informed the landlord that she was at liberty to make her own application for damages.

Analysis

Section 38(1) of the Act provides that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit to the tenant or file an application for dispute resolution claiming against the deposit.

In this case, even if I find that the tenant provided the landlord with her forwarding address in writing prior to service of the hearing documents, I further find that the tenant made this application on March 12, 2013, which is less than 15 days after the tenancy ended. As a result, at the time the tenant filed this application the claim was premature

I therefore dismiss the tenant's application with liberty to reapply.

The landlord has 15 days from the receipt of this decision to return the security deposit or make application to retain a portion or all of the security deposit. In the event that the landlord does not, the tenant is at liberty to reapply for the security deposit.

Conclusion

The tenant's application is dismissed 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: June 07, 2013

Residential Tenancy Branch