



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal LePage City Centre
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing concerns the tenant's application for a monetary order reflecting the return of his security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from February 1, 2013 to January 31, 2014. Monthly rent of \$1,600.00 is due and payable in advance on the first day of each month, and a security deposit of \$800.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

In February 2013 the tenant was informed that the unit was being advertised for sale and, subsequently, the landlord approached the tenant with a request to show the unit. Thereafter, it appears that by way of mutual agreement the tenancy ended on March 31, 2013. There is no evidence that a move-out condition inspection report was completed with the participation of both parties.

Arising from a dispute between the parties related to the landlord's wish to retain a portion of the security deposit to cover the cost of a hydro bill and cleaning of the unit, the tenant filed an application for dispute resolution. The landlord testified that while the tenant served the landlord with the "notice of a dispute resolution hearing," the hearing package did not include the tenant's "application for dispute resolution." The landlord further testified that the tenant has not otherwise informed the landlord of his forwarding address in writing. The parties were inclined to be argumentative during the hearing.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**.

In part, this section provides that within 15 days of 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, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit, and must pay the tenant double the amount of the security deposit.

In the absence of sufficient evidence that the tenant has yet informed the landlord of his forwarding address in writing, the tenant's application is presently hereby dismissed with leave to reapply.

Conclusion

The tenant's application is hereby 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: August 26, 2013

Residential Tenancy Branch

