



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD; FF

Introduction

This is the Tenant's application for return of the security deposit and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenant sent the Landlord the Notice of Hearing documents and copies of their documentary evidence by registered mail, sent on May 10, 2013. It was also determined that the Landlord served the Tenants with her documentary evidence by handing the documents to the male Tenant on August 6, 2013.

Issues to be Decided

- Are the Tenants entitled to return of the security deposit pursuant to the provisions of Section 38 of the Act?

Background and Evidence

This tenancy began on April 1, 2010 and ended on March 31, 2013. The Tenants paid a security deposit in the amount of \$450.00 at the beginning of the tenancy.

A move out Condition Inspection Report was completed on March 31, 2013.

The Tenants stated that they could not remember if they gave the Landlord their forwarding address in writing at the end of the tenancy.

Analysis

Section 38(1) of the Act provides that (unless a landlord has the tenant's consent to retain a portion of the security deposit) at the end of the tenancy and **after receipt of a tenant's forwarding address in writing**, a landlord has 15 days to either:

1. repay the security deposit in full, together with any accrued interest; or
2. make an application for dispute resolution claiming against the security deposit.

I explained to the parties that, since the Tenants could not attest that they had provided the Landlord with their forwarding address in writing, I find that the Landlord now has the Tenant's forwarding address and **must** deal with the security deposit pursuant to the provisions of Section 38. I deem **August 8, 2013**, as the date that the Landlord received the Tenant's security deposit.

The Landlord was informed that she has 15 days from August 8, 2013, to deal with the security deposit.

The Tenants' application is **dismissed with leave to reapply**. I order that the Tenants bear the cost of the \$50.00 filing fee.

Conclusion

The Tenant's application is **dismissed with leave to reapply**.

The Landlord must deal with the security deposit in accordance with the provisions of Section 38(1) of the Act. **I find that the Landlord received the Tenant's forwarding address in writing on August 8, 2013.**

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 23, 2013

Residential Tenancy Branch