



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application filed by the Tenant for a monetary order for the return of the security deposit and recovery of the filing fee.

The Tenant (A.S.) has given authority to his agent (via written consent), A.K. who has attended the hearing by conference call to represent him in this dispute. The Landlord did not attend or submit any documentary evidence. The Tenant states that the Landlord was served with the notice of hearing package by Canada Post Registered Mail on November 14, 2013 and has provided in his direct testimony a Customer Receipt Tracking number as confirmation. The Tenant's Agent, states that the notice of hearing package was sent via Canada Post Registered Mail with his own application for dispute resolution package in for another hearing.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

This Tenancy began on June 25, 2013 as per the submitted copy of the signed tenancy agreement. The monthly rent was \$650.00 payable on the 1st of each month and a security deposit of \$325.00 was paid. The Tenancy ended on October 3, 2013.

The Tenant's Agent, A.K. was unable to provide any details of when the Landlord was given the Tenant's forwarding address in writing, but states that it was done sometime verbally in September.

Analysis

I find that the Tenant has failed to properly provide to the Landlord his forwarding address in writing as per Section 38 of the Act. The Tenant's Agent states that it was done verbally sometime.

SECURITY DEPOSIT RETURN

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I find in reviewing the Tenant's Application that the Tenant has failed to provide sufficient evidence that the Landlord was served with the Tenant's forwarding address in writing. On this basis, I find that the Tenant's Application is dismissed with leave to reapply. Leave to reapply is not an extension of any application limitation period.

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: January 07, 2014

Residential Tenancy Branch

