



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for the return of the security deposit.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served by registered mail on January 18, 2014. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*. The tenant testifies that the hearing package was not picked up by the landlord and was returned to the tenant. The tenant then took the hearing package to the landlords address and left it on the door.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

Is the tenant entitled to a Monetary Order to recover the security deposit?

### Background and Evidence

The tenant testifies that this tenancy started on May 01, 2013 for a fixed period of three months. The tenancy then reverted to a month to month tenancy. The tenancy ended on December 31, 2013. Rent for this unit was \$1,780.00 per month and was due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$890.00 on April 27, 2013.

The tenant testifies that the landlord did not complete a move in or a move out condition inspection report with the tenant at the start and end of the tenancy. The tenant testifies that he moved back home when the tenancy ended and the landlord would have been aware of the tenant's forwarding address. The tenant agrees that he has not provided the landlord with a forwarding address other than the address on the tenant's application since the tenancy ended.

The tenant seeks a Monetary Order to recover the security deposit to \$890.00.

### Analysis

The tenant has applied for the return of the security deposit; however the tenant did not give the landlord a forwarding address in writing, as required by the *Residential Tenancy Act (Act)* s. 38, prior to applying for arbitration.

Therefore 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.

At the hearing the tenant stated that the address on the application for dispute resolution is the present forwarding address; therefore the landlord is now considered to have received the forwarding address in writing as of today **May 05, 2014**.

The landlord therefore has 15 days to return the tenant's security deposit. If the landlord fails to do so the tenant is entitled to file a new application to recover double the security deposit pursuant to s. 38 of the *Act*

### 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: May 05, 2014

---

Residential Tenancy Branch

