



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The tenant testified her served the Application for Dispute Resolution/Notice of Hearing in person on March 18, 2014. The landlord testified it was given to her common law husband. I determined there was sufficient service as the landlord was present at the hearing.

Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to the return of the security deposit/pet deposit?

Background and Evidence

The parties entered into a written tenancy agreement in writing that provided that the tenancy would start on October 1, 2012 with rent as \$1650 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$875 at the start of the tenancy.

The tenancy ended on December 12, 2013.

The tenant(s) failed to provide the landlord with his forwarding address in writing.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. The Act further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Analysis

The tenant testified that his forwarding address was included with the Tenant's Application for Dispute Resolution. However, he testified that he could not remember giving the landlord his forwarding address in writing prior to that time. The landlord testified that the tenant failed to provide her with his forwarding address. Further, the tenant only served a copy of the hearing letter which does not include the forwarding address. The materials the tenant gave her do not include her forwarding and she still does not know what address she should use to provide him with her evidence.

The tenant has the burden of proof to establish sufficient service of the Tenant's Application for Dispute Resolution on the Landlord. The tenant has failed to prove that he delivered a copy of the Tenant's Application for Dispute Resolution that included his address of service. As a result the tenant's application is dismissed with liberty to re-apply.

Further the tenant's application must be dismissed with liberty to re-apply based on the tenant's evidence. The tenant acknowledged that he failed to give the landlord his forwarding address in writing prior to filing his Application for Dispute Resolution. The

Residential Tenancy Act provides that a tenant must give the landlord his forwarding address in writing and give the landlord 15 days to file a claim against the deposit before filing his own claim.

Conclusion:

In conclusion I order the application of the Tenant be dismissed with liberty to re-apply. The Application for Dispute Resolution filed by the tenant does not include a claim for the filing fee and as a result no order is made with respect to the filing fee. 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 06, 2014

Residential Tenancy Branch

