



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for a return of her security deposit and for recovery of the filing fee.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant testified that she served the landlord with the Application for Dispute Resolution and Notice of Hearing by registered mail on February 5, 2014. The tenant supplied the registered mail receipt showing the tracking number of the registered mail.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing in a manner complying with section 89(1) of the Residential Tenancy Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order comprised of her security deposit and filing fee?

### Background and Evidence

The tenant submitted evidence that this tenancy began in December 2012, ended on December 20, 2013, and that she paid a security deposit of \$550 in December 2012. The tenant submitted that she provided her forwarding address to the landlord with her application for dispute resolution, served on February 5, 2014, as well as on social

media sites and voicemail and that despite many requests, the landlord has failed to return her security deposit.

The tenant's monetary claim is \$550, comprised of her security deposit.

### Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit and pet damage deposit or to file an application for dispute resolution to retain the deposits within 15 days of the later of receiving the tenant's forwarding address in writing. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of her security deposit and pet damage deposit.

In the present case, the tenant has not established that she provided the landlord with her written forwarding address in writing prior to service of the hearing documents on the landlord in a manner recognized under section 88 of the Act. As a result, at the time the tenant filed this application the claim was premature.

At the hearing the tenant confirmed that the address for service she provided on her application for dispute resolution is her forwarding address. The landlord is hereby put on notice that she is deemed to have received the tenant's forwarding address in writing 5 days from the date of this decision. The landlord must either make an application for dispute resolution or return the security deposit to the tenant no later than 15 days after this Decision is deemed received.

### Conclusion

The tenant's claim 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* and is being mailed to both the applicant and the respondent.

Dated: May 31, 2014

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Residential Tenancy Branch

