



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, MNSD, FF

Introduction

This Application for Dispute Resolution by the tenant was seeking to cancel a Ten Day Notice to End Tenancy for Unpaid Rent. The tenant was also seeking a refund of their security deposit.

At the outset of the hearing the tenant advised that the portion of the application pertaining to the request to cancel the 10-Day Notice to End Tenancy for Unpaid Rent was now moot as the tenant moved out of the unit.

The tenant is still seeking a refund of their security deposit.

Despite being served with the hearing package in person on June 17, 2014, the respondent did not appear and the hearing proceeded in the landlord's absence.

Issues to Be Determined

- Is the tenant entitled to a monetary order refunding the security deposit?

Background and Evidence

The tenant testified that, after they received the Ten Day Notice to End Tenancy for Unpaid Rent they applied to dispute the Notice, but then chose to vacate in accordance with the Notice.

The tenant testified that the landlord has failed to refund their security deposit and they are seeking a monetary order for \$800.00.

Analysis: Security Deposit

With respect to the return of the security deposit, I find that section 38 of the Act requires that, within 15 days after the tenancy ends and the landlord receives the

tenant's forwarding address in writing, the landlord must either: a) repay the security deposit to the tenant with interest or; b) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

In the case before me, the tenant has acknowledged that no forwarding address was ever provided to the landlord. In fact, at the time that the application for Dispute Resolution was filed, the tenant indicated that their address was the dispute address.

Based on the Act, I find that the landlord is not obligated to refund a tenant's security deposit until the tenancy ends and the tenant also provides a forwarding address in writing where the funds can be sent.

Therefore, I find that the tenant's application seeking a refund of the security deposit is premature and must be dismissed.

Based on the evidence before me, I hereby dismiss the application with leave to reapply.

Conclusion

The tenant's application seeking to cancel the Ten Day Notice to End Tenancy for Unpaid Rent is found to be moot as the tenant vacated the unit. The tenant's request for an order to refund the security deposit is found to be moot and 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: August 19, 2014

Residential Tenancy Branch

