



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD

Introduction

This hearing dealt with an application by the tenant for an order for the return of the security deposit. I accept the tenant's testimony that despite the landlord having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) in early June 2014 the landlord did not participate in the conference call hearing. The tenant was given full opportunity to be heard, to present evidence and to make submissions. The tenant testified that they provided the landlord with their evidence.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit? Did the tenant give the landlord their forwarding address in writing?

Background and Evidence

The tenancy began in February 2013. The tenant claims that the landlord holds a security deposit of \$350.00. The tenant moved out on May 31, 2013 and testified that they had not given the landlord their *written* forwarding address, other than its inclusion in the application for dispute resolution; however, had previously provided their forwarding address in an e-mail.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received *in writing*. If the landlord fails to repay the security deposit or make their own application for dispute resolution within 15 days of receiving the tenant's forwarding address *in writing*, the landlord is liable under section

38(6), which provides that the landlord must pay the tenant *double* the amount of the security deposit.

In this case, the tenant failed to provide the landlord with their forwarding address *in writing*. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address *in writing*. I do not have evidence to prove that the tenant provided her forwarding address *in writing* until they served the landlord with their notice of today's hearing. At the hearing the tenant confirmed that the address for service she provided on her application for dispute resolution is her current forwarding address. The landlord is hereby put on notice that they are deemed to have received the tenant's forwarding address in writing on October 09, 2014, which is 10 days from the date of this decision. The landlord must either **make an application for dispute resolution or return the deposit to the tenant no later than October 24, 2014** or risk owing the tenant double the amount of their deposit, on the tenant's re-application.

The landlord is advised that if they elect to return the security deposit to the tenant, the Act stipulates that the landlord *must* use a method of delivery as described by Section 88(c), (d) or (f) of the Act.

Conclusion

The tenant's claim **is dismissed**, *with leave to reapply*.

This Decision is final and binding on both parties.

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: September 29, 2014

Residential Tenancy Branch

