



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MNSD, FF

### Introduction

This is an application for a monetary order for \$480.00 and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed August 15, 2014; however the respondent did not join the conference call that was set up for the hearing.

Documents sent by registered mail are deemed served five days after mailing, and therefore I conducted the hearing in the respondent's absence

All testimony was taken under affirmation.

### Issue(s) to be Decided

Do the applicants have the right to an order for the return of their security deposit?

### Background and Evidence

This tenancy began on October 15, 2013 and ended on June 30, 2014.

A security deposit of \$480.00 was paid on October 13, 2013; however, to date, the landlord has not returned any of the deposit.

The tenant testified that he has not given the landlord a forwarding address in writing as of today's date.

### Analysis

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

Section 39 of the Residential Tenancy Act states:

- 39 Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,
- (a) the landlord may keep the security deposit or the pet damage deposit, or both, and
  - (b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

Therefore at the time that the tenant(s) applied for dispute resolution, the landlord was under no obligation to return the security deposit and this application is, therefore, premature.

### Conclusion

I therefore dismiss this claim in full, with leave to re-apply.

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: March 04, 2015

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Residential Tenancy Branch

