



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, FF,

### **Introduction**

The Tenant seeks return of a security deposit; and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

### **Preliminary Matter**

The Landlord submitted that the Tenant had not filed her Application within the time limit provided by the Act and that therefore her Application must fail.

The parties agreed that the tenancy ended on June 30, 2013, and that the Landlord received the Tenant's forwarding address on July 1, 2014, by e-mail.

Section 39 of the Act provides:

**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.

In this case, the Tenant would have had to provide her forwarding address in writing on or before June 30, 2014. I find that the Tenant did not give the Landlord a forwarding address in writing within one year after the end of the tenancy, and therefore the Tenant's right to return of the security deposit is extinguished.

### **Conclusion**

I find that the Tenant extinguished her right to claim against the security deposit and therefore her Application is dismissed.

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 12, 2015

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Residential Tenancy Branch

