



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, MNDC, FF

Introduction

This is an application filed by the tenant for more time to be allowed to make an application for dispute resolution and if allowed, to cancel a notice to end tenancy issued for unpaid rent, a monetary order for money owed or compensation or damage or loss and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The landlord confirmed receipt of the tenant's notice of hearing package and the submitted documentary evidence. The tenant confirmed receipt of the landlord's documentary evidence.

At the outset the tenant stated that he had vacated the rental unit and that his only claim now is for the return of the \$525.00 security deposit. The landlord confirmed this and the hearing proceeded on this single issue.

Both parties agreed that a second application was filed by the landlord which was cross referenced with this dispute hearing. However, the second file and evidence was not available to be dealt with at the time of the hearing. As both parties have agreed that the remaining issues of the landlord's claim are strictly monetary as the tenancy has ended, both parties agreed that the landlord's application could be adjourned. Both parties were notified that a new notice of hearing letter would be sent to both parties for the landlord's adjourned application. Both parties confirmed their mailing addresses. The hearing proceeded strictly on the tenant's application for dispute.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of the security deposit?
Is the tenant entitled to an order to recover the filing fee?

Background and Evidence

Both parties agreed that there was a signed tenancy agreement, but neither party submitted a copy.

Both parties agreed that a \$525.00 security deposit was paid by the tenant. Both parties also agreed that the tenancy ended on March 7, 2015.

The tenant stated that he did not provide his forwarding address to the landlord for the return of the security deposit. The landlord confirmed this in his direct testimony.

Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security deposit or file for dispute resolution for authorization to retain a security deposit within 15 days of the end of a tenancy or a tenant's provision of a forwarding address in writing.

It is clear based upon the tenant's direct testimony that he did not provide his forwarding address in writing to the landlord.

I find that as the tenant has failed to provide his forwarding address in writing that the tenant's application is premature. The tenant's application is dismissed with leave to reapply.

During the hearing the tenant provided a new mailing address. As this was not previously disclosed to the branch or to the landlord, the landlord is deemed as of the date of this hearing to have been served the tenant's forwarding address.

The landlord's adjourned application includes a request to retain the security deposit.

Conclusion

The tenant's application for return of the security deposit 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: March 26, 2015

Residential Tenancy Branch

