



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application filed by the tenant for the return of a security deposit under the Manufactured Home Park Act.

Both parties attended the hearing by conference call and gave undisputed testimony. The landlord acknowledged receipt of the tenant's Notice of Hearing Package and the submitted documentary evidence. The tenant acknowledged receipt of the landlord's documentary evidence.

At the outset it was clarified with both parties that this application was under the Residential Tenancy Act as opposed to the Manufactured Home Park Act. Both parties confirmed that the tenant was renting a trailer from the tenant as opposed to the rental of a pad for a manufactured home. As such, the tenant's application was amended to reflect this claim under the Residential Tenancy Act for the return of the security deposit under section 67 of the Act.

Issue(s) to be Decided

Is tenant entitled to a monetary order for the return of the security deposit?

Background and Evidence

Both parties confirmed the tenant's documentary evidence was an agreed upon signed tenancy agreement showing only the tenant's signature dated April 30, 2014.

Both parties confirmed that this tenancy began on May 1, 2014 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated April 30, 2014. The monthly rent was \$600.00 payable on the 1st of each month and a security deposit of \$300.00 was paid on April 30, 2014.

Both parties agreed that the tenant vacated the rental unit on July 31, 2014. The landlord stated that the tenant did so without any notice to the landlord. The tenant stated that she did not provide her forwarding address in writing to the landlord. The landlord confirmed this in her direct testimony. The tenant stated that the landlord knew where she was as she has seen her a few times after vacating the rental unit. The landlord stated that since proper notice was not received the tenant is responsible for unpaid rent of \$600.00 for August 2014.

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. If that does not occur, the landlord is required to pay a monetary award pursuant to subsection 38(6) of the Act equivalent to the value of the security deposit.

In this case the tenant confirmed that she did not provide her forwarding address in writing to the landlord. The tenant's application is dismissed with leave to reapply as the tenant has not yet complied with the Act.

I find that the landlord is deemed to have been served with the tenant's forwarding address in writing as of the date of this hearing on March 27, 2015. The landlord has 15 days to comply with the Act by either returning the \$300.00 security deposit or making an application for dispute resolution to make a claim for damages/losses and to offset these claims which arise out of the tenancy.

Conclusion

The tenant's application is premature 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: March 30, 2015

