



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MNSD

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for a monetary order for a return of his security deposit.

The tenant and the landlord attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Is the tenant entitled to a return of his security deposit?

### Background and Evidence

The written tenancy agreement submitted shows that this tenancy began on May 1, 2012, that monthly rent was \$800.00, and that the tenant paid a security deposit of

\$400.00 at the beginning of the tenancy. The tenant submitted that he ended the tenancy in November 2014.

The tenant submitted that he provided his forwarding address to the landlord in his application for dispute resolution, served on the landlord sometime in December 2014 and that the landlord has not returned his security deposit. The tenant was unable to provide the specific date the application was sent to the landlord.

The tenant's monetary claim is \$400.00, comprised of his security deposit.

The landlord confirmed receipt of the tenant's application and that he had not returned the tenant's security deposit, as he believed the issues he had with the state of the rental unit when the tenant vacated would be discussed and dealt with at this hearing.

### Analysis

Under section 38(1) of the Act, at the end of a tenancy a landlord is required to either return a tenant's security deposit or to file an application for dispute resolution to retain the deposits within 15 days of the later of receiving the tenant's forwarding address in writing. Section 38(6) of the Act states that if a landlord fails to comply, or follow the requirements of section 38(1), then the landlord must pay the tenant double the amount of his security deposit.

In the present case, the tenant has not established that he provided the landlord with his written forwarding address in writing prior to service of the hearing documents on the landlord in a manner recognized under section 88 of the Act. As a result, at the time the tenant filed this application the claim was premature.

At the hearing the forwarding address of the tenant was confirmed to be that listed in his application for dispute resolution. The landlord is hereby put on notice that he is deemed to have received the tenant's forwarding address in writing 5 days from the date of this Decision. The landlord must either make an application for dispute resolution or return the security deposit to the tenant no later than 15 days after this Decision is deemed received.

I therefore dismiss the tenant's application, with leave to reapply in the event the landlord fails to return the tenant's security deposit or file an application claiming against the security deposit.

Conclusion

The tenant's application 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: July 26, 2015

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Residential Tenancy Branch

