



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

Issues to be decided

Is the tenant entitled to the return of the security deposit? Did the tenant provide a forwarding address to the landlord? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on January 01, 2013 and ended on October 31, 2014. The rent was \$1,000.00 due on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$500.00.

The tenant stated that landlord had her forwarding address when he received the notice of hearing package. She stated that she also provided the landlord with her forwarding address by text message. The tenant filed a copy of the conversation by text message, between the parties. The landlord pointed out that the address is not provided in that conversation.

The tenant also stated that in October 2013, she visited the landlord to deliver a letter to him. The tenant did not file a copy of the letter and could not recall whether she had provided a forwarding address in that letter.

The landlord stated that he had the letter in front of him and it did not contain the tenant's forwarding address. The landlord testified that he has not received the tenant's forwarding address prior to receiving the notice of hearing package.

Attempts to mediate the issue between the two parties were unsuccessful.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

In this case, I find that the tenant failed to provide the landlord with her forwarding address in writing. Therefore the landlord had no way of returning the deposit or filing an application to make a claim against the deposit, prior to the tenant's application for dispute resolution. Now that the landlord has received the tenant's forwarding address, the landlord has 15 days as of this date – August 13, 2015, to return the deposit to the tenant or make an application to retain the full deposit or a portion of the deposit.

Since the tenant failed to prove that she provided her forwarding address to the landlord, I dismiss her application for the return of the security deposit, with leave to reapply.

The tenant has not proven her case and therefore must bear the cost of filing her application.

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: August 13, 2015

Residential Tenancy Branch

