



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

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, a monetary order for money owed or compensation for damage or loss, and for recovery of the filing fee paid for this application.

The tenant's agent attended the telephone conference call hearing; the landlord did not attend.

The tenant submitted a registered mail receipt showing that he served the landlord with the application for dispute resolution and notice of hearing by registered mail on May 4, 2015. The tenant submitted evidence also showing that the landlord refused the registered mail and the envelope with contents was returned to the tenant.

Based upon the submissions of the tenant, I find the landlord was served notice of this hearing and the tenant's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the landlord's absence.

The tenant's agent was provided the opportunity to present her 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 monetary order comprised of his security deposit, doubled, and to recovery of the filing fee paid for this application?

Background and Evidence

Although the tenant did not submit a copy of a written tenancy agreement, the tenant's agent submitted that the tenancy began at the beginning of February 2015, ended on March 31, 2015, and that the tenant paid a security deposit of \$325.00 at the beginning of the tenancy, which has not been returned by the landlord.

The tenant's agent stated the tenant "would have" given the landlord his written forwarding address in a text message.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit of a tenant or apply for dispute resolution claiming against the security deposit within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. The landlord's obligation to deal with the deposit is not triggered until such time as the landlord has received the address in writing. While the tenant may have given his address via text message, I find that this is not sufficient to trigger the landlord's obligation to deal with the security deposit as the address must be sent in accordance with the methods set out in section 88 of the Act. Text message communication is not recognized under section 88.

At the hearing the tenant's agent confirmed that the address for service the tenant provided on his application for dispute resolution is his forwarding address. The landlord is hereby put on notice that he is deemed to have received the tenant's forwarding address in writing on September 21, 2015, which is 5 days from the date of this decision. The landlord must either make an application for dispute resolution or return the deposit to the tenant no later than October 6, 2015.

Conclusion

The tenant's claim 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: September 16, 2015

Residential Tenancy Branch

