



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Edge Properties Ltd.
Hawthorne Corner Joint Ventures
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

1. An Order for the return of the security deposit - Section 38.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Has the Tenant provided its forwarding address in writing to the Landlord?

Background and Evidence

The Parties signed a tenancy agreement on June 16, 2015 for a tenancy start date of July 1, 2015 on a one year fixed term. The Tenant paid the security deposit of \$475.00 on the date of signing the tenancy agreement. On June 30, 2015 the Tenant informed the Landlord that she would not be moving into the unit and wanted to end the tenancy. The Landlord has not returned the security deposit. The Tenant states that her address as contained in the application is her forwarding address for the return of the security deposit and that no other forwarding address was provided to the Landlord.

Analysis

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant’s forwarding address in writing, the

landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit. As the Tenant did not provide its forwarding address prior to and separately from its application I find that the application is premature. As the Landlord now has the Tenant's forwarding address confirmed at this hearing the Landlord has 15 days from the hearing date to deal with the security deposit as required under the Act. I dismiss the claim for the return of the security deposit with leave to reapply should the Landlord fail to act as required.

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: January 05, 2016

Residential Tenancy Branch

