



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OLC, FF

### Introduction

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

1. An Order for the return of the security deposit - Section 38;
2. An Order for the Landlord to comply - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

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 her forwarding address to the Landlord?

### Background and Evidence

The following are undisputed and relevant facts: The tenancy started on May 26, 2011 and ended on September 30, 2015. At the outset of the tenancy the Landlord collected \$400.00 as a security deposit. Although move-in and move-out inspections were done, no reports were used or provided to the Tenant. On September 30, 2015 the Tenant gave the Landlord the rental address as her forwarding address and told the Landlord that mail addressed to her at the rental address would be forwarded by the post office.

The Landlord states that the security deposit was not returned to the rental address as this was not the Tenant’s new residential address.

The Tenant states that she paid for her mail to be redirected from the rental address to her residential address for 8 months. The Tenant states that she gave the rental address to the Landlord as she did not want the Landlord to have her residential address for security reasons. The Tenant states that during the tenancy both her and her visitor's cars had their tires flattened while parked at the unit. The Tenant states that the Landlord operated a bed and breakfast and strangers would walk in the Tenant's driveway and across her patio. The Tenant provided a written submission in which the Tenant indicates that her residential address was not provided to the Landlord due to "personality conflicts". During the hearing the Tenant provided an address to the Landlord for a forwarding address.

The Landlord states that this is the first she had heard of any security concerns or flat tires. The Landlord denies that there were any threats to the Tenant's security as the bed and breakfast guests used the Landlord's driveway and door. The Landlord states that she intends to make a claim against the Tenant

### 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. There is no definition of "forwarding address" in the Act however section 88 of the Act allows for service on a tenant to either a tenant's "residential" address or its "forwarding" address. This distinction indicates that "forwarding address" is not required to be a tenant's "residential address". However the very notion of a "forwarding" address implies a requirement for a different address than that of the rental unit, regardless of the forwarding of mail. Even if the Tenant were experiencing some fear of personal safety, which I note is not supported by the Tenant's own evidence, there is no evidence that anything stopped the Tenant from providing an alternate address to the rental address. As the Tenant only provided the rental address

to the Landlord at the end of the tenancy, I find that the Tenant did not provide a forwarding address prior to this matter being heard.

As the Landlord now has the Tenant's forwarding address I find that the Landlord has 15 days from the date of the hearing to either return the security deposit or make an application claiming against the security deposit.

Section 36 of the Act provides that the right of the landlord to claim against a security deposit for damage to residential property is extinguished if the landlord having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations. As the Tenant was not given any copies of move-in or move out reports, I find that the Landlord's right to claim against the security deposit for damage to the unit has been extinguished.

The Tenant's application is dismissed with leave to reapply should the Landlord fail to act as required under the Act.

### Conclusion

The 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: May 20, 2016

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Residential Tenancy Branch