



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein she sought return of the security deposit paid and recovery of her filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter

The Tenant testified that the tenancy began in approximately March 2015. Monthly rent was \$800.00 per month for a full house which she shared with a roommate and her child. She confirmed that she paid a security deposit in the amount of \$400.00.

The Tenant testified that the Landlord did not perform a move in or move out condition inspection report.

The Tenant further testified that she moved out of the rental unit in approximately November 2015.

The Tenant claimed she provided the Landlord with her forwarding address by email after the tenancy ended. This email was not introduced in evidence. The Tenant stated that she was not able to confirm the contents of the evidence sent in for the hearing as she was calling from a different community, having been admitted to hospital there.

The Landlord testified that he did not receive the Tenant's forwarding address in writing.

As I was unable to conclude that the Tenant had provided her forwarding address in writing to the Landlord as required by section 38(1)(b) of the *Residential Tenancy Act*, I found the within application to be premature. Accordingly, the Tenant's application is dismissed with leave to reapply. This does not extend any time limits imposed by the *Act*.

The Tenant confirmed her forwarding address was as noted on her Application for Dispute Resolution. As the Landlord was at the hearing, I find that he has received the Tenant's forwarding address as of the date of the hearing, July 25, 2016. The Landlord must return the Tenant's security deposit, or make an application for dispute resolution for an Order authorizing him to retain the deposit, within 15 days of the date of the hearing. I make no finding with respect to the possibility that either party may have extinguished their right to claim against these funds pursuant to sections 38(2) or (5) of the *Act*, and both parties are encouraged to seek legal advice or speak to an information officer at the Residential Tenancy Branch about these sections.

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 25, 2016

Residential Tenancy Branch