



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, OLC

### Introduction

This was a hearing with respect to the tenants' application for the return of a security deposit and pet deposit. The hearing was conducted by conference call. The tenants called in and participated in the hearing. The landlord did not attend, although she was served with the application and Notice of Hearing sent by registered mail on December 23, 2015.

### Issue(s) to be Decided

Are the tenants entitled to a monetary award for the return of their deposits and if so, in what amount?

### Background and Evidence

The rental unit is a residence in Kelowna. The tenancy began on June 1, 2014 for a two year fixed term. Monthly rent was \$1,100.00 and the tenants paid a security deposit of \$550.00 at the start of the tenancy. During the tenancy the tenants acquired a dog. they paid a \$300.00 pet deposit in 2015. The tenants moved out of the rental unit on December 1, 2015 pursuant to a mutual agreement to end the tenancy. They completed a condition inspection report on November 29, 2015. The tenants testified that the landlord wanted to retain the sum of \$525.00 from their security deposit for lawn repairs to fix damage said to have been caused by their dog. The tenants did not agree to the deduction. In their application for dispute resolution they said they authorized the landlord to retain \$100.00 from their deposits. The tenants applied for the return of their deposits less the amount of \$100.00. They filed their application for dispute resolution on December 19, 2015.

The tenants did not submit any documentary evidence to show that they provided the landlord with their forwarding address in writing before they filed their application for dispute resolution.

### 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. 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 tenants may have given their address verbally, I find that this is not sufficient to trigger the landlord's obligation to deal with the deposit. At the hearing the tenant confirmed that the address for service they provided on their application for dispute resolution is their current forwarding address. The landlord is hereby put on notice that she is deemed to have received the tenant's forwarding address in writing on August 22, 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 tenants no later than 15 days after she is deemed to have received this decision..

### Conclusion

The tenants' 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: August 16, 2016

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Residential Tenancy Branch