



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

On May 5, 2016, the Tenants submitted an Application for Dispute Resolution for the Landlord to return of all or part of the pet damage deposit or security deposit, and to recover the filing fee for the Application.

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.

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.

Issues to be Decided

- Are the Tenants entitled to the return of the security deposit?
- Are the Tenants entitled to recover the cost of the filing fee?

Background and Evidence

Both parties testified that the tenancy commenced on May 1, 2015, as a one year fixed term tenancy that could continue thereafter as a month to month tenancy. Rent in the amount of \$900.00 is due on the first day of each month. The Tenants paid the Landlord a security deposit of \$450.00.

The parties testified that the tenancy ended when the Tenants moved out on April 30, 2016.

The Tenant testified that he did not provide the Landlord with a forwarding address in writing.

Section 38 (1) of the Act states 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 any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

The Tenant never provided the Landlord with a forwarding address in writing. The Landlord has not had an opportunity to make a claim against the security deposit. The Tenant must serve the Landlord with the Tenant's forwarding address in writing.

Once the Landlord is served with the Tenants forwarding address, the Landlord has 15 days to repay the security deposit or make application for dispute resolution to make claim against it. If the Landlord does not return or make claim against the deposit, after the forwarding address is served, the Tenant may reapply for dispute resolution.

The Tenant's application is dismissed with leave to reapply.

Conclusion

The Tenant's application is dismissed with leave to reapply. The tenant must serve the Landlord with the Tenant's forwarding address in writing before reapplying for dispute resolution for the return of the security deposit.

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 26, 2016

Residential Tenancy Branch