



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROCKWELL MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD OLC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, submitted to the Residential Tenancy Branch on May 19, 2016 (the "Application"). The Tenant applied for the following relief pursuant to the *Residential Tenancy Act* (the "*Act*"):

- an order that the Landlords return all or part of the security deposit or pet damage deposit; and
- an order that the Landlords comply with the *Act*, Regulations or a tenancy agreement.

The Tenant attended the hearing on her own behalf. Both Landlords were represented at the hearing by the Landlord B.J. The parties provided affirmed testimony.

No issues were raised with respect to service of the Tenant's Application package, which included the Notice of a Dispute Resolution Hearing and documentary evidence. The Landlords did not submit any documentary or digital evidence.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to 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

1. Is the Tenant entitled to an order compelling the Landlords to return all or part of the security deposit or pet damage deposit?
2. Is the Tenant entitled to an order that the Landlords comply with the *Act*, Regulations or a tenancy agreement?

Background and Evidence

Neither party submitted a written tenancy agreement into evidence. However, the parties confirmed the tenancy began on or about June 1, 2011 and ended when the Tenant moved out of the rental unit on or about April 23, 2016. At the beginning of the tenancy, the Tenant paid a security deposit of \$425.00 and a pet damage deposit of \$425.00. The Landlord holds both deposits.

The Tenant testified she provided the Landlords with her forwarding address in writing by leaving it in the rental unit with her keys at the end of the tenancy. The Landlord B.J. confirmed he received the keys but that the Landlords have not received a forwarding address from the Tenant.

During the hearing, the Tenant confirmed her current forwarding address, which was repeated aloud for the benefit of the Landlord.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 38(1) of the *Act* requires a landlord to repay the security and pet damage deposits or make an application for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. Where a landlord does not comply with this provision, section 36(6) states the landlord is precluded from making a claim against the deposits and must pay the tenant double the amount of the deposits, unless the tenant's right to the return of the deposits has been extinguished in accordance with the *Act*.

In this case, I find there is insufficient evidence before me to conclude the Landlords were provided with the Tenant's forwarding address in writing as alleged.

Accordingly, I make the following orders:

- pursuant to section 72(2)(b) of the *Act*, the Landlords have been served with the Tenant's forwarding address on November 21, 2016;
- the Landlords have 15 days from the date of this Decision to deal with the security deposit in accordance with section 38 of the *Act*; and
- the Tenant's Application is dismissed with leave to reapply.

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: November 21, 2016

Residential Tenancy Branch