



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "Act"). The tenant applied for the return of her security deposit under the *Act*.

The tenant attended the hearing which was held by way of teleconference. During the hearing the tenant provided affirmed testimony. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

Background and Evidence

At the outset of the hearing, the tenant affirmed that the tenancy ended on May 13, 2014 and that to date she has not provided her written forwarding address to the landlord. The tenant filed her Application claiming for the return of her security deposit on May 31, 2016.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Section 39 of the *Act* applies and states:

Landlord may retain deposits if forwarding address not provided

39 Despite any other provision of this Act, **if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,**

(a) **the landlord may keep the security** deposit or the pet damage deposit, or both, **and**

(b) **the right of the tenant to the return of the security deposit** or pet damage deposit **is extinguished.**

[my emphasis added]

Based on the above, I find that based on the tenant's testimony the tenant did not provide her written forwarding address to the landlord within one year after the end of tenancy on May 13, 2014 as required by section 39 of the *Act*. Therefore, I find the tenant the tenant extinguished any right to the return of her security deposit and that the landlord may keep the security deposit as indicated above.

As a result, **I dismiss** the tenant's Application **without leave to reapply** as the tenant has extinguished her right towards the return of her security deposit pursuant to section 39 of the *Act*.

Conclusion

The tenant's Application is dismissed without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 30, 2016

Residential Tenancy Branch