



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNL, MNDC, MNSD, FF

### Introduction

On October 2, 2016, the Tenants submitted an Application for Dispute Resolution requesting to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to cancel a 2 Month Notice To End Tenancy for Landlord Use of Property; for a monetary order for money owed or compensation for damage or loss under the Act, regulations or tenancy agreement; a monetary order for the return of the security deposit; and to recover the cost of the filing fee. The matter was set for a conference call hearing.

The Tenant attended the teleconference hearing; however, the Landlord did not. The Tenant provided affirmed testimony that she served the Landlord with the Notice of Hearing in person at his residence on October 13, 2016. I find that the Landlord has been duly served with the Notice of Hearing in accordance with the Act.

The Tenant was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

### Preliminary and Procedural Matters

At the start of the hearing the Tenant testified that she moved out of the rental unit before the end of September 2016.

The Tenant testified that she is no longer seeking to cancel the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, or to cancel the 2 Month Notice To End Tenancy For Landlord's Use Of Property.

The Tenants Application to cancel the Notices to end tenancy are dismissed.

The Tenant testified that the Landlord failed to return the security deposit within 15 days after the tenancy ended. The Tenant applied for the security deposit within a couple of days after moving out. The Tenant testified that she did not provide the Landlord with her forwarding address in writing at the end of the tenancy.

Section 38 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 the security deposit or pet damage deposit or make an application for dispute resolution claiming against it.

The Tenants 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 Tenants 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, within 15 days after the forwarding address is served, the Tenants may reapply for dispute resolution.

The Tenant testified that she believed that her husband sent documentary evidence in support of their monetary claim.

There is no evidence in the file regarding the monetary claim, and no testimony was received from the Tenant regarding the claim. The Tenant request for monetary compensation is dismissed with leave to reapply at a later date.

### Conclusion

The Tenants moved out of the rental unit before the end of September 2016.

The Tenant's application for the return of the security deposit and for monetary compensation is dismissed with leave to reapply. The Tenants 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: November 28, 2016

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Residential Tenancy Branch