



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for authorization to obtain a return of all or part of the security deposit and pet damage deposit pursuant to section 38 of the *Act*.

The landlord did not attend this hearing which lasted approximately 20 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that she served the landlord with her application for dispute resolution dated March 1, 2017 by registered mail on March 8, 2017. The tenant provided a Canada Post tracking number as evidence of service. I find that the landlord was deemed served with the tenant's application for dispute resolution in accordance with sections 89 and 90 of the *Act* on March 13, 2017, five days after mailing.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for the value of the security deposit and pet damage deposit pursuant to section 38 of the *Act*?

Background and Evidence

The tenant provided undisputed testimony regarding the following facts. There are three separate rental units in the rental building. The tenant originally occupied a different rental unit but moved into the current unit in August, 2016. A new tenancy agreement was drafted and signed for this tenancy. The tenant paid a security deposit of \$400.00 and a pet damage deposit of \$400.00 to the landlord by transferring the deposits from the previous tenancy and providing funds for the difference.

The tenancy ended on January 31, 2017. The tenant testified that she provided the landlord with her contact information but did not have a forwarding address at the time the tenancy ended. The tenant said that she has recently secured accommodations

and now has a forwarding address. The tenant testified that she has not informed the landlord of this forwarding address as of the date of the hearing.

Analysis

Section 38 of the *Act* requires the landlord to either return the tenant's security deposit in full or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy and or upon receipt of the tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the *Act*, equivalent to double the value of the security deposit. However, this provision does not apply if the landlord has obtained the tenant's written authorization to retain all or a portion of the security deposit to offset damages or losses arising out of the tenancy as per section 38(4)(a).

The tenant testified that she has not provided the landlord with a forwarding address. The tenant said that she has only recently secured accommodations and has not informed the landlord of her forwarding address. I find that the tenant has not yet provided a forwarding address in writing to the landlord. Therefore, the landlord's obligation under the *Act* to return the tenant's security deposit has not started. Once the tenant provides a forwarding address to the landlord in writing the landlord will then have 15 days to apply for dispute resolution or return the tenant's security deposit.

Conclusion

I dismiss the tenant's application 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: April 10, 2017

Residential Tenancy Branch