



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNSD FF

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

SS ('landlord') testified on behalf of the landlord in this hearing, and was given full authority to do so. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution ('application'). In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenant's application. As both parties confirmed receipt of each other's evidentiary materials, I find that these documents were duly served in accordance with section 88 of the *Act*.

### **Background and Evidence**

This month-to-month tenancy began on March 1, 2015 when the landlord had purchased the home from the tenant, and ended on November 30, 2016 when the tenant had moved out. Monthly rent was set at \$5,500.00. The landlord had collected a security deposit in the amount of \$2,500.00 at the beginning of the tenancy, and continues to hold this deposit.

The tenant testified that she had provided the landlord with her forwarding address by text message on November 30, 2016, requesting that her security deposit be returned. The tenant provided a copy of her text message in her hearing, which was forwarded via email to a friend for the purpose of printing.

The landlord disputes the fact that he had received the tenant's forwarding address in any form.

### **Analysis**

Section 38 (1) of the *Act* states that within 15 days of the latter of receiving the tenant's forwarding address in writing, and the date the tenant moves out, the landlord must either return the tenant's security deposit, or make an application for dispute resolution against that deposit.

The tenant has applied for the return of the security deposit. There is conflicting evidence regarding whether the tenant has proven that the tenant's forwarding address was provided in writing to the landlord prior to launching this application. Although the tenant maintained that she sent her forwarding address to the landlord by text message, the landlord said that this forwarding address was never received. I find that the tenant did not provide sufficient evidence to support her claim that the landlord was provided with her forwarding address in writing. The email submitted in evidence by the tenant does not contain any confirmation of service, nor is there any indication that the recipient was the landlord.

As I am not satisfied that the tenant has demonstrated provision of her forwarding address to the landlord in writing, I dismiss the tenant's application with leave to reapply. The tenant must provide their forwarding address to the landlord in writing, and the landlord must, within 15 days of the receipt of that address, either return the tenant's security deposit, or make an application for dispute resolution. If the landlord fails to comply with section 38 of the *Act*, the tenant may reapply. Liberty to reapply is not an extension of any applicable limitation period.

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: June 2, 2017

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Residential Tenancy Branch