



# 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.

While the tenant attended the hearing by way of conference call, the landlord did not. I waited until 2:10 p.m. to enable the landlord to participate in this scheduled hearing for 2:00 p.m. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant provided sworn, undisputed testimony that he had served the landlord with his application for dispute resolution hearing package ("Application") by way of registered mail on March 24, 2017. The tenant provided a Canada Post tracking number during the hearing. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was deemed served with the Application on March 29, 2017, five days after mailing.

### **Preliminary Issue-Tenant's Forwarding Address**

This fixed-term tenancy began on July 1, 2015, and ended on June 30, 2016 when the tenant moved out. Monthly rent was set at \$1,490.00. The landlord had collected a security deposit in the amount of \$745.00 at the beginning of the tenancy, and returned \$655.00 to the tenant at the end of the tenancy by way of e-transfer.

The tenant testified that he has never had personal contact with the landlord, and all communication has been by way of email. The tenant testified that the landlord

withheld \$90.00 of his security deposit without his permission, and without applying for dispute resolution.

The tenant testified that the landlord did not do a move-in or move-out inspection for this tenancy. The tenant also testified that he never provided a forwarding address to the landlord.

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 had applied for the return of his security deposit, but did not provide the landlord with his forwarding address in writing, as required by section 38 of the *Act*. Accordingly, I dismiss the tenant's application with leave to reapply. The tenant must provide his forwarding address to the landlord in writing, and the landlord must, within 15 days of the receipt of that address, either return the remaining portion of 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: August 22, 2017

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Residential Tenancy Branch