



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAMARGUE INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing involved the Tenant's Application for Dispute Resolution, in which she was seeking compensation for losses suffered during the tenancy, and for return of the security deposit.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary Matters

At the outset of the hearing the two Agents for the Landlord testified that they were not the owners of the building, but were simply the property managers for the building and explained they were incorrectly named as the Landlord by the Tenant. They provided the company name of the actual Landlord and testified they had notified the actual Landlord they had been served with the Tenant's Application for Dispute Resolution.

With the agreement of the Tenant and the Agents for the Landlord, I have amended the Tenant's Application and the style of cause to reflect the correct name of the Landlord.

Issue(s) to be Decided

Is the Tenant entitled to return of the security deposit?

Background and Evidence

This tenancy began in May of 2017 and ended on July 31, 2017. The monthly rent was \$865.00 and the Tenant paid a security deposit of \$432.50 at the start of the tenancy.

The Tenant testified that she thought her son had provided the Landlord with her forwarding address in writing to return the security deposit to, at the end of the tenancy.

The Agents for the Landlord testified that the son had provided them with a phone number, but no address. The Agents testified that the address for service shown on the Tenant's Application for Dispute Resolution is actually the address of the subject rental unit, which the Tenant had moved out of.

Analysis

Based on the above, the testimony and evidence and on the balance of probabilities, I find that the Tenant was premature in making this Application. The Tenant has not provided her forwarding address in writing for the Landlord to return the security deposit to, as required under section 38 of the Act. The Tenant would not disclose her address during the hearing for the use of the Agents, although she has provided it to the Residential Tenancy Branch (the "Branch") for our records. The Branch is not able to disclose this address to anyone due to privacy laws.

Therefore, I dismiss the Tenant's Application with leave to reapply.

Conclusion

The Tenant's Application for Dispute Resolution was premature, as she has not provided her forwarding address in writing to the Landlord. The Tenant's Application is dismissed 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: September 18, 2017

Residential Tenancy Branch