



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 tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for authorization to obtain a return of all or a portion of the security deposit pursuant to section 38.

The landlord did not attend this hearing. The tenant appeared and was given a full opportunity to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that she served her application for dispute resolution and evidentiary materials on the landlord by registered mail sent on May 11, 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 package in accordance with sections 88, 89 and 90 of the *Act* on May 16, 2017, five days after mailing.

Issue(s) to be Decided

Is the tenant entitled to a monetary award equivalent to double the value of their security deposit as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

Background and Evidence

The tenant provided undisputed testimony that she paid the landlord \$1,050.00 as security deposit on June 9, 2017. This tenancy was scheduled to begin on July 1, 2017 but the tenant never moved in to the rental unit. The landlord has not returned any portion of the security deposit. The tenant did not provide evidence in regards to whether she provided a forwarding address to the landlord in writing.

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 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.

There is insufficient evidence that the tenant provided the landlord with a forwarding address in writing. I asked the tenant directly when she provided a forwarding address to the landlord in writing multiple times during this hearing and the tenant did not provide an answer to that question. 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: October 5, 2017

Residential Tenancy Branch