



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CONCORD LANDS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: FF MNDC MNSD

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;
- a monetary order for compensation for money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

BT ('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 fixed term tenancy began on July 1, 2016 with monthly rent set at \$1,625.00. The landlord collected a security deposit and pet damage deposit in the amount of \$812.50 each. The landlord retained \$812.50 of the tenant's security deposit plus \$30.00 for cleaning, as agreed to by the tenant. The landlord still holds \$782.50 of the tenant's deposits, which the tenant is applying to be returned. The tenant does not dispute the fact that this was a fixed term tenancy which was to end on June 30, 2017. The tenant moved out on March 31, 2017 prior to the end of this tenancy.

The tenant testified that she had provided the landlord with her forwarding address on or about March 30, 2017, requesting that the landlord return the remainder of her deposits. The tenant did not provide a copy of this written request for the hearing, and could not confirm the exact date that she provided the landlord with her forwarding address in writing.

The landlord disputes the fact that they 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 remaining \$782.50 that the landlord still holds for the security and pet damage deposits. There is conflicting evidence regarding whether the tenant's forwarding address was provided in writing to the landlord prior to launching this application. Although the tenant maintained that she provided her forwarding address to the landlord, the landlord testified 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.

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. As both parties were present in the hearing, the tenant's forwarding address was confirmed during the hearing, which is the same address indicated in the tenant's application as the Applicant Address. I informed the landlord that they had 15 days from the date of the hearing, until December 5, 2017, to either return the remaining portion of the tenant's security and pet damage deposit (\$782.50) to the tenant in full, obtain written consent to deduct a portion or keep the deposit, or make an Application to retain a portion or all of it.

Conclusion

I dismiss the tenant's entire application for dispute resolution with leave to reapply.

The tenant's forwarding address was confirmed during the hearing, and the landlord was informed that they had 15 days from the date of the hearing, until December 5, 2017 to either return the remainder of the security and pet damage deposit to the tenant

in full, obtain written consent to deduct a portion or keep the deposit, or make an Application to retain a portion or all of it.

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: November 20, 2017

Residential Tenancy Branch