



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MNDC, FF

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for the return of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on July 15, 2017 or July 16, 2017 she placed the Application for Dispute Resolution and the Notice of Hearing in the Landlord's mail box. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Landlord did not appear at the hearing.

Issue(s) to be Decided:

Is the Tenant entitled to the return of security deposit?

Background and Evidence:

The Tenant stated that:

- a security deposit of \$400.00 was paid;
- this tenancy ended on March 31, 2017;
- the Landlord did not arrange a time to meet to complete a condition inspection report when this tenancy began;
- the Tenant did not authorize the Landlord to retain any portion of the security deposit;

- the Landlord has returned \$200.00 of the security deposit; and
- the Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

The Tenant stated that she did not provide the Landlord with a forwarding address prior to filing this Application for Dispute Resolution. She stated that she provided the Landlord with her forwarding address on July 15, 2017 or July 16, 2017, when she served him with the Application for Dispute Resolution.

Analysis:

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit plus interest or make an application for dispute resolution claiming against the deposits.

On the basis of the undisputed evidence I find that the Landlord did not receive the Tenant's forwarding address in writing until the Landlord was served with the Tenant's Application for Dispute Resolution. As the Tenant filed her Application for Dispute Resolution prior to providing the Landlord with her forwarding address, I find that the Tenant filed her Application for Dispute Resolution prematurely. I therefore dismiss the Tenant's Application for Dispute Resolution, with leave to reapply.

The Tenant retains the right to file another Application for Dispute Resolution after she provides him with her forwarding address in a manner that is consistent with section 38(1) of the *Act*.

As the Tenant has failed to establish the merit of her Application for Dispute Resolution, I dismiss her application to recover the fee for filing the Application.

Conclusion:

The Application for Dispute Resolution 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: February 07, 2018

Residential Tenancy Branch