



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

Absence

This is an application brought by the tenant requesting an order for return of double his \$300.00 security deposit.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on August 30, 2017; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established the right to an order of for return of double his security deposit.

Background and Evidence

Applicant testified that, at the beginning of the tenancy, he paid a security deposit of \$300.00, on September 10, 2016.

The applicant further testified that he vacated the rental unit on August 1, 2017 and then on August 9, 2017 he sent his forwarding address to the landlord, by e-mail.

The applicant further testified that the landlord has failed to respond to his e-mail or to numerous texts that he is sent to the landlord.

The applicant is requesting an order for return of his security deposit double, since the landlord did not apply for dispute resolution to keep the deposit.

Analysis

The tenant has applied for the return of double the security deposit; however the tenant did not give the landlord a forwarding address in writing, **by a method recognized under the Residential Tenancy Act**, as required by the Residential Tenancy Act, prior to applying for arbitration.

The tenant testified that he served the landlord a forwarding address by e-mail and by text, however he further states that the landlord did not respond to either the e-mail or the texts.

Section 88 of the Residential Tenancy Act states:

88 All documents, other than those referred to in section 89 [*special rules for certain documents*], that are required or permitted under this Act to be given to or served on a person must be given or served in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;

- (c) by sending a copy by ordinary mail or registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding address provided by the tenant;
- (e) by leaving a copy at the person's residence with an adult who apparently resides with the person;
- (f) by leaving a copy in a mailbox or mail slot for the address at which the person resides or, if the person is a landlord, for the address at which the person carries on business as a landlord;
- (g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;
- (h) by transmitting a copy to a fax number provided as an address for service by the person to be served;
- (i) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];
- (j) by any other means of service prescribed in the regulations.

As you can see, e-mail and text and not methods of service that are on the above list, and therefore the applicant has not complied with the Residential Tenancy Act, when serving his forwarding address to the landlord.

The landlord is not required to return the security deposit until he has a forwarding address in writing from the tenant, and since the tenant has not serve the landlord a forwarding address in writing by a method required by the act, the landlord is under no obligation to return the security deposit, and therefore, pursuant to section 62 of the Residential Tenancy Act, it is my decision that this application is premature.

I am willing to dismiss this application with leave to reapply, however prior to reapplying the tenant must ensure that he serves the landlord a forwarding address in writing by one of the methods required under section 88 of the act.

Conclusion

This application is dismissed in full, 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: March 05, 2018

Residential Tenancy Branch