



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

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; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

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') and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and evidence.

Background and Evidence

This tenancy began on September 15, 2016, and ended on August 15, 2017. Monthly rent was set at \$2,800.00. The landlord had collected a security deposit in the amount of \$2,000.00 at the beginning of the tenancy, and has only returned a portion of the deposit to the tenant, \$250.00 and \$1,000.00.

The tenant testified that she had provided the landlord with her forwarding address by text message, requesting that her security deposit be returned. The tenant provided a copy of her text message in her evidence. The tenant testified that she did not give permission for the landlord to retain any portion of her deposit.

The landlord testified in the hearing that he had only returned a portion of the tenant's deposit to her, and he had not filed his own application to do so.

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 confirmed in the hearing that she provided her forwarding address to the landlord by text message, which does not meet the requirements of section 38(1) of the *Act*. As both parties were present in the hearing, the tenant's forwarding address was confirmed during the hearing. I informed the landlord that he had 15 days from the date of the hearing, until April 25, 2018, to either return the security 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.

Conclusion

The tenant's application is dismissed with leave to reapply.

The tenant's forwarding address was confirmed during the hearing, and the landlord was informed that he had 15 days from the date of the hearing, until April 25, 2018 to either return the security 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: April 10, 2018

Residential Tenancy Branch