



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for a monetary order in the amount of \$3,850.00 for the return of their security deposit and/or pet damage deposit.

The tenant and the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties.

In addition to the above, the tenant affirmed that he has not provided his written forwarding address to the landlord which the landlord confirmed during the hearing. Based on the above, I find the tenant's application is premature as there is insufficient evidence before me that a written forwarding address was served on the landlord in writing by the tenant as required by section 38 of the *Act*.

Conclusion

I find the tenant's application for the return of their security deposit and pet damage deposit to be premature.

Pursuant to Residential Tenancy Branch Practice Directive 2015-01, as both parties attended the hearing, I find that the date of the hearing April 12, 2018, to be the date the landlord was served with the tenant's written forwarding address which was confirmed during the hearing. The tenant's new forwarding address has been included on the cover page of this decision for ease of reference.

Should the landlord fail to deal with the tenant's security deposit in accordance with section 38 of the *Act*, the tenant's at liberty to reapply for the return of their security deposit and pet damage deposit. I note that this decision does not extend any applicable timelines under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 16, 2018

Residential Tenancy Branch