



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on April 25, 2018. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- A monetary order for the return of the security deposit

The Landlord and the Tenant both attended the hearing and provided testimony. Both parties confirmed receipt of each other's documentary evidence.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to an order that the Landlord return all or part of the security deposit or pet damage deposit?

Background and Evidence

Both parties agree that the tenancy ended on August 10, 2016, when the Tenant vacated the rental unit. Both parties also agree that the Landlord held a security and pet deposit, totalling \$1,340.00. The Tenant stated that she had discussions with the Landlord about moving out, the return of the deposits, and alleged damages to the unit which the Landlord noted after the end of the tenancy. However, no agreement on the damages, costs, and the remaining deposits was ever reached by the parties. The Tenant stated that she did not formally provide the Landlord with her forwarding address in writing until September 24, 2017.

Analysis

I acknowledge that there were some failed discussions between the Landlord and the Tenant with respect to the security and pet deposit. However, I find it important to note the following portion of the Act:

Landlord may retain deposits if forwarding address not provided

39 Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing **within one year after the end of the tenancy**,

(a) the landlord may keep the security deposit or the pet damage deposit, or both, and

(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

In this case, the consistent evidence before me shows that the Tenant failed to provide her forwarding address in writing for the return of the deposit within one year of the tenancy ending. The tenancy ended on August 10, 2016, and since the Tenant did not provide her address to the Landlord before August 10, 2017, her right to the return of these deposits is extinguished. I find the Landlord is entitled to keep the security and pet deposit. The Tenant's application is dismissed, without leave, because she breached section 39 of the Act.

Since the Tenant was not successful with her application, I decline to award her the cost of the filing fee she incurred to file this application.

Conclusion

The Tenant's application has been dismissed, without 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: April 26, 2018

Residential Tenancy Branch