



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

On April 24, 2018, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for a return of the security deposit and to recover the filing fee.

The Tenant attended the hearing; however, the Landlord did not attend the hearing. The Tenant provided a solemn affirmation.

The Tenant testified that she served with the Landlord the Notice of Hearing package on April 26, 2018 via registered mail (the tracking number is on the first page of this decision). According to the Canada Post tracking history, the Landlord signed to confirm receipt of this package on May 8, 2018. In accordance with sections 89 and 90 of the Act, I find that the Landlord was served with the Notice of Hearing package.

The Tenant was given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Tenant entitled to a return of the security deposit?
- Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The Tenant stated that the tenancy was to begin on April 1, 2018 and that the Landlord wanted her to electronically transfer a security deposit before April 1, 2018 to secure the premises. The Tenant electronically transferred a security deposit of \$650.00 to the Landlord prior to April 1, 2018. The Tenant submitted that, after a discussion with the tenants on the main floor of the rental unit, she did not want to move into the basement suite anymore (the application address was amended to reflect this change). She texted the Landlord on April 4, 2018 requesting that her security deposit be electronically transferred back to her and testified that she did not provide a forwarding address in writing. She stated that she talked to the tenants and received a mailing address for the Landlord, in order to make this Application.

### Analysis

Pursuant to Section 38 of the Act, if the Tenant wants the security deposit returned, she must provide a forwarding address in writing to the Landlord first. As this was not done by the Tenant, serving the Application with her forwarding address on it constitutes providing it in writing. The Landlord is put on notice that she now has the forwarding address and she must deal with the security deposit pursuant to Section 38. The Landlord is deemed to have received the decision 5 days after the date it was written and will have 15 days from that date to deal with the deposit.

As such, the Tenant's Application is dismissed with leave to reapply, and if the Landlord does not deal with the security deposit pursuant to section 38 of the Act within 15 days of being deemed to have received the decision, the Tenant can then re-apply for double, pursuant to the Act. Furthermore, as the Tenant has been unsuccessful in this Application, I decline to award recovery of the filing fee.

Conclusion

The Tenant's Application is dismissed with leave to re-apply. This does not extend any time limits under the Act.

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: June 5, 2018

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Residential Tenancy Branch