



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) for the return of the security deposit, and for the recovery of the filing fee paid for this application.

The Tenant was present for the teleconference hearing, while no one called in for the Landlord during the approximately 17-minute hearing. The Tenant was affirmed to be truthful in her testimony. She stated that she sent the Notice of Dispute Resolution Proceeding package to the Landlord by registered mail. The Tenant did not submit any documentary evidence prior to the hearing.

The Landlord submitted a one-page statement into evidence prior to the hearing, but the Tenant stated that she did not receive a copy of this evidence. I accept the Tenant’s testimony that the Landlord was served by registered mail and therefore find that the Landlord was duly served with the Notice of Dispute Resolution Proceeding package in accordance with Sections 88 and 89 of the *Act*.

### Issues to be Decided

Is the Tenant entitled to the return of the security deposit?

Should the Tenant be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

### Background and Evidence

The Tenant provided undisputed testimony regarding the tenancy. The tenancy began on April 1, 2013 and ended on March 31, 2018. Monthly rent was \$800.00 and a security deposit of \$300.00 was paid at the outset of the tenancy.

The Tenant testified that she has not yet received any amount of her security deposit back and did not agree in writing for the Landlord to retain any amount from the deposit.

The Tenant stated that she attempted to contact the Landlord numerous times to ask for her security deposit back, but the deposit still has not been returned. She stated that she provided her forwarding address through the registered mail envelope sent with the Notice of Dispute Resolution Proceeding package, and also noted that her forwarding address was on the Application for Dispute Resolution which was sent to the Landlord.

### Analysis

I refer to Section 38(1) of the *Act*, which states the following:

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The Tenant provided testimony that the tenancy ended on March 31, 2018. However, the Tenant was not able to provide the date that her forwarding address was given in writing to the Landlord.

Although the Tenant provided testimony that her address was provided on the envelope in which the Notice of Dispute Resolution Proceeding package was sent, as well as on the Application for Dispute Resolution, this is not a sufficient manner in which to serve the Landlord with the forwarding address. Instead, separate written notice with the Tenant's forwarding address must be provided to the Landlord.

Therefore, as I do not have evidence before me to establish that the Tenant's forwarding address has been provided in writing to the Landlord in accordance with the *Act*, I cannot determine whether the Tenant is entitled to the return of the deposit, or

whether the Landlord has complied with Section 38(1) of the *Act*. The Tenant's Application is dismissed, with leave to reapply.

In accordance with Section 39 of the *Act*, the Tenant has one year from the end of tenancy date in which to provide her forwarding address in writing to the Landlord. Once the forwarding address is received, the Landlord has 15 days in which to return the security deposit or file an Application for Dispute Resolution in accordance with Section 38(1) of the *Act*, unless the Landlord has the right to retain the deposit in accordance with the *Act*.

As the Tenant was not successful with her Application, I decline to award the recovery of the filing fee paid for the Application for Dispute Resolution.

### Conclusion

The Tenant's Application is dismissed, with leave to reapply. This does not extend any applicable timelines 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: November 02, 2018

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Residential Tenancy Branch