



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD RPP 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 the security deposit pursuant to section 38;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to return the tenant's personal property pursuant to section 65;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. No issues were raised with respect to service of the tenant's application and respective evidence submissions on file.

### Issues

Is the tenant entitled to a return of all or a portion of the security deposit?

Is the tenant entitled to compensation for loss?

Is the tenant entitled to an order requiring the landlord to return personal property?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The tenancy began in March 2017 and ended on August 21, 2018. The tenant paid a security deposit of \$350.00 at the start of the tenancy which the landlord continues to hold.

The tenant is claiming return of her security deposit. The tenant is also claiming the landlord illegally evicted her from the rental unit and did not return her personal belongings. The tenant submitted a monetary order worksheet requesting compensation for various personal belongings.

The landlord argues he has not been provided a forwarding address by the tenant. The landlord submits that the tenant's personal belongings have been stored in the carport on a shelf and under a tarp. The landlord submits the tenant and her representative have been advised they could pick up the belongings but have not done so.

The tenant acknowledged that a forwarding address has not been provided to the landlord requesting a return of her security deposit other than the address provided in this application. The tenant submits that she has not picked up her belonging as she feels they may no longer be of any value after sitting outside for such a long time.

### Analysis

Section 38 of the Act provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has, at the end of the tenancy, consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. A landlord who does not comply with this provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit, pet deposit, or both, as applicable.

I find the tenant's application is premature as she has not provided a forwarding address in writing to the landlord. An application for dispute resolution does not meet the requirement of a separate written notice of providing a forwarding address for the purposes of return of the security deposit. The tenant did not provide any evidence that a forwarding address was provided to the landlord aside from the address provided in this application.

I dismiss the tenant's claim for return of the security deposit with leave to reapply after she has provided a forwarding address to the landlord in writing.

Similarly, I find the tenant's application requesting monetary compensation for alleged loss based upon the value of various personal belongings to also be premature as the tenant has not yet made any attempt to collect these belongings which the landlord submits are available to be collected.

The tenant's application for compensation for loss is also dismissed with leave to reapply.

The parties have agreed on a date and time of **Saturday, November 10, 2018 at 11:00 a.m.** for the tenant's representative to collect the tenant's personal belongings from the rental unit. The landlord is hereby ordered to allow the tenant's representative access to the rental property and/or rental unit as necessary for the collection of the tenant's personal belongings.

As the tenant's application was for the most part premature, I find that the tenant is not entitled to recover the filing fee paid for this application.

#### Conclusion

The tenant's application for compensation for loss and return of the security deposit is dismissed with leave to reapply.

The landlord is hereby ordered to allow the tenant's representative access to the rental property and/or rental unit as necessary for the collection of the tenant's personal belongings.

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