



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*. The tenant applied for a monetary order for the return of the security deposit.

The tenant stated that she served the notice of hearing and evidence package on the landlord on October 03, 2018 by registered mail. The tenant provided a tracking number.

Despite having been served with the notice of hearing package, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

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

### **Background and Evidence**

The tenancy began on July 01, 2018. The tenant testified that there is no written tenancy agreement. On August 01, 2018, the landlord served the tenant with a 10-day notice to end tenancy for non-payment of rent. The tenant did not dispute the notice and moved out on August 10, 2018.

At first, the tenant stated that she did not provide a forwarding address to the landlord because she became homeless and therefore did not have one. Later, during the hearing the tenant testified that she informed the landlord to send the deposit to the address of her relative. The tenant did not file documents into evidence to support her testimony of having provided the landlord with a forwarding address in writing.

### **Analysis**

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing.

If the landlord fails to repay the security deposit or make an application for dispute resolution within 15 days of receiving the tenant's forwarding address, the landlord is liable under section 38(6), which provides that the landlord must pay the tenant double the amount of the security deposit.

In this case, the tenant failed to provide adequate proof of having provided the landlord with her forwarding address in writing. The tenant is now aware that she must provide the landlord with her forwarding address in writing and allow the landlord 15 days to return the security deposit or make application to keep it.

### **Conclusion**

The tenant's application is dismissed with 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: January 24, 2019

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Residential Tenancy Branch