



# 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 the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;

The tenants attended the hearing via conference call and provided undisputed testimony. The landlord did not attend or submit any documentary evidence. The tenants provided direct testimony that the landlord was served with the notice of hearing package and the submitted documentary evidence in person on May 10, 2019. I accept the undisputed testimony of the tenants and find that the landlord was properly served with the notice of hearing package and the submitted documentary evidence in person on May 10, 2019. Although, the landlord fail to attend the hearing, the landlord is deemed served as per section 90 of the Act.

### Issue(s) to be Decided

Are the tenants entitled to a monetary order for return of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenants seek a monetary claim of \$390.00 for return of the security deposit. The tenant claims that the tenancy ended on April 6, 2019 and that the landlord was

provided with the tenants' forwarding address in writing via the tenants' application for dispute and the submitted copy of the monetary worksheet.

The tenant provided a copy of a handwritten, signed tenancy agreement dated March 29, 2019 in which the agreement was for \$195.00 per week and that a \$390.00 security deposit was paid.

### Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security and/or pet damage deposit(s) or file for dispute resolution for authorization to retain the security and/or pet damage deposit(s) within 15 days of the end of a tenancy or a tenant's provision of a forwarding address in writing.

In this case, I accept the tenants' undisputed testimony that the tenancy ended on April 6, 2019 and that the landlord holds a \$390.00 security deposit. The tenants provided direct testimony that no notice was given to the landlord at the end of tenancy or soon thereafter. The tenants' rely on the "tenants' application for dispute" and the submitted "monetary worksheet" as the tenants' forwarding address in writing for given to the landlord for return of the \$390.00 security deposit. I find that this is insufficient notice and that the tenants' application is pre-mature. As such, the tenants' application is dismissed with leave to reapply.

### Conclusion

The tenants' 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: August 16, 2019

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Residential Tenancy Branch