



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

On May 15, 2019, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for the Landlord to return of all or part of the pet damage deposit or security deposit, and to recover the filing fee for the Application.

This matter was scheduled as a teleconference hearing. The Tenant and Landlord appeared at the hearing.

The hearing process was explained and the Landlord and Tenant were asked if they had any questions. The Tenant and Landlord provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Tenant entitled to the return of the security deposit?
- Is the Tenant entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on April 1, 2019 as a one year fixed term tenancy agreement. Rent in the amount of \$1,300.00 was due by the first day of each month. The Tenant paid the Landlord a security deposit of \$650.00. The Tenant provided a copy of the tenancy agreement. The Tenant testified that he moved out of

the rental unit at the end of April 2019. The Landlord testified that the Tenant moved out of the unit on May 1, 2019.

The Tenant testified that the Landlord did not return the security deposit after the Tenant moved out of the rental unit.

The Tenant testified that there was no agreement that the Landlord could retain any amount of the security deposit.

The Tenant testified that the Tenant provided the Landlord with his forwarding address on May 15, 2019, when the Landlord was served with the Notice of Dispute Resolution Proceeding documents.

In reply, the Landlord testified that he did not receive the Tenant's forwarding address in writing until he received the Notice of Dispute Resolution Proceeding.

The Landlord testified that the Tenants owe him for unpaid rent and for utilities.

Analysis

Section 38 (1) of the Act states that within 15 days after the later of the date the tenancy ends, and the date the Landlord receives the Tenant's forwarding address in writing, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

The Tenant never provided the Landlord with their forwarding address in writing until serving the Landlord with the Notice of Dispute Resolution Proceeding. The Landlord has not had an opportunity to repay the security deposit or to make a claim against the security deposit.

I find that the Landlord is now aware of the Tenant's address. The Landlord has 15 days from the date of this decision to repay the security deposit or make application for dispute resolution to make claim against it. If the Landlord does not return the deposit or make claim against the deposit, within 15 days, the Tenant may reapply for dispute resolution.

The Tenant's application is dismissed in its entirety with leave to reapply.

Conclusion

The Tenant never provided the Landlord with his forwarding address in writing until serving the Landlord with the Notice of Dispute Resolution Proceeding.

The Landlord has 15 days from the date of this decision to repay the security deposit or make application for dispute resolution to make claim against it. If the Landlord does not return the deposit or make claim against the deposit, within 15 days, the Tenant may reapply for dispute resolution.

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: August 27, 2019

Residential Tenancy Branch