



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD

Introduction and Conclusion

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on June 12, 2019, in which the Tenant sought return of double his security deposit and monetary compensation for personal items retained by the Landlord.

The hearing was scheduled for 1:30 p.m. on this date. Only the Tenant called into the hearing. The Tenant testified that he served the Landlord by registered mail, although he was not able to provide further details as to the date or time of service.

One of the principles of natural justice is that a party to a dispute has the right to know the claims made against them, an opportunity to review and meaningfully respond to any claims made, and to appear at any hearing of the matter. In this case I am unable to find that the Landlord was given notice of the hearing, and as such I was unable to proceed with the Tenant's Application.

Additionally, the Tenant confirmed that he did not provide the Landlord with his forwarding address in writing following the end of the tenancy, rather he was relying on the address he provided when he first signed the residential tenancy agreement.

Security deposits are held in trust by a landlord for the benefit of a tenant and must be dealt with in accordance with the *Residential Tenancy Act*. A tenant's right to return of their security deposit is not triggered until they provide the landlord with a written request for return of the deposit as well as providing the landlord an address to which the deposit is to be sent. At that time the landlord has 15 days to return the deposit or make an application for dispute resolution and serve the tenant with the application to the address provided (section 38(1) of the *Residential Tenancy Act*).

Accordingly, I find that the Tenant's Application for return of his security deposit was premature as he failed to provide the Landlord with his forwarding address in writing at the end of the tenancy.

For these reasons I dismiss the Tenant's Application with leave to reapply. The Tenant is reminded of the strict time limit imposed by section 60 of 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: September 25, 2019

Residential Tenancy Branch