



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order to recover the security deposit and to be reimbursed for the cost she incurred for plumbing services.

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. As both parties were in attendance, I confirmed service of documents. The landlord confirmed receipt of the tenant's application. The parties did not file any other documentary evidence.

Issues to be decided

Is the tenant entitled to the return of the security deposit and for the cost incurred for plumbing services?

Background and Evidence

The parties agreed that the tenancy started in July 2015 and ended in September 2018. The landlord stated that the tenant overstayed for 3 days but the tenant denied the allegation. The monthly rent was \$850.00 and prior to moving in the tenant paid a security deposit of \$425.00. The tenant agreed that she did not provide a forwarding address in writing to the landlord.

The tenant stated that she had hired a plumber to carry out repairs and had paid him \$60.00. The tenant agreed that she had not given the receipt to the landlord at that time because he was in the hospital. The tenant further agreed that she had not filed a copy of the receipt into evidence. The tenant stated that she gave the receipt to the landlord during the move out inspection and he returned it to her. The tenant is claiming \$60 for the cost of plumbing. The landlord stated that he had not seen a plumbing invoice.

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.

In this case, I find that the tenant failed to provide the landlord with her forwarding address in writing. Therefore the landlord had no way of returning the deposit or filing an application to make a claim against the deposit, prior to the tenant's application for dispute resolution. Now that the landlord has received the tenant's forwarding address, the landlord has 15 days from the date of receipt of this decision, to return the deposit to the tenant or make an application to retain the full deposit or a portion of the deposit. It must be noted that the landlord has requested that this decision be mailed to him.

Since the tenant failed to prove that she provided her forwarding address to the landlord, I dismiss her application for the return of the security deposit, with leave to reapply.

I find that the tenant has not provided sufficient evidence to prove her claim for the cost of plumbing services. This portion of her application is dismissed without leave to reapply.

Conclusion

The tenant's application for the return of the security deposit is dismissed with leave to reapply. The tenant's application to be reimbursed for the cost of plumbing services is dismissed without 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: November 14, 2019

Residential Tenancy Branch