



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FFT

Introduction

The Application for Dispute Resolution filed by the Tenants seeks a monetary order in the sum of \$412.50 the return of the security deposit.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The Tenant testified that she served the landlord by giving it to a person who she named at the landlord's office. The landlord testified no one by that name works at her office. Further, she was never served with the Application for Dispute Resolution and was unaware of the hearing until a few days ago when she received a reminder call from the Residential Tenancy Branch.

Issues to be Decided

The issue to be decided is whether the tenants are entitled to an order for the return of the security deposit/pet damage deposit?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on December 15, 2018 and end on June 15, 2019. The rent was \$1650 per month payable in advance on the first day of each month.

The tenant paid a security deposit of \$825. Half of the security deposit was returned to the tenants. The landlord applied the other half of the security deposit to outstanding rent.

The tenancy ended on June 30, 2019. The tenant testified she did not provide the landlord with her forwarding address in writing.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants **within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing (my emphasis)** unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Analysis

I dismissed the Tenants claim for the return of the security deposit with leave to re-apply for the following reasons:

- The tenants failed to prove that they properly served the landlord. The landlord testified she never received a copy of this document until she followed up on a reminder call given by the Residential Tenancy Branch and they provided a copy. The tenant testified she gave it to an employee of the landlord. However, the landlord testified no one of that name works at the office. The tenants failed to prove service.
- The tenants failed to provide the landlord with their forwarding address in writing. The Act provides that a landlord does not have to return the security deposit until 15 days after the later of the date the tenancy ends or when the landlord receives the tenants forwarding address in writing.

Conclusion

I ordered that the application of the Tenants be dismissed with liberty to re-apply.

This decision is final and binding on both parties.

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 15, 2019

Residential Tenancy Branch