



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction and preliminary matters

On August 14, 2019, the Tenant applied for a Dispute Resolution proceeding seeking a return of the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

S.O. attended the hearing as an agent for the Landlord. The Tenant attended the hearing eight minutes after it was scheduled to commence. He advised that he had been on hold and waiting for this conference call for over an hour, but then he realized that he was located in a different time zone and had called into the hearing prematurely.

Prior to the Tenant appearing in this legal proceeding, S.O. advised that she was named incorrectly on the Application as she was not the Landlord. In addition, her name was not spelled properly on the Application. As a preliminary matter, the Tenant was asked why he named S.O. as the Respondent as his tenancy agreement clearly stated who his Landlord was. He advised that he was unaware that this information was on his tenancy agreement and that he had “never been through this process before” so he did not know. He was also asked if he would like his Application amended as he incorrectly spelled the name of the person that he listed as the Respondent in this proceeding. The Respondent’s name was amended accordingly.

As the nature of this Application pertained to the return of the Tenant’s security deposit, he was asked if he had provided a forwarding address in writing to the Landlord. The Tenant introduced himself as a police officer and stated that based on his knowledge, it was his belief that the Landlord must take action with respect to his security deposit within 14 days. However, he confirmed that he had not provided a forwarding address in writing, but had provided it verbally to the Landlord multiple times after the tenancy had ended. He was advised that pursuant to Section 38 of the *Act*, he must first provide his

forwarding address in writing to the Landlord. Once this is done, the Landlord would be required, within **15** days of receiving this forwarding address, to either return the deposit in full or make a claim against the deposit. In the event that the Landlord does not deal with the security deposit in accordance with the *Act*, the Tenant can then apply for double the deposit.

The Tenant then reiterated that he had “never been through this process before”, had no knowledge of the *Act*, and did not know his rights or responsibilities as a Tenant. He advised that due to the nature of his position, he only had three days off in his schedule and consequently, he did not have adequate time to educate himself with respect to the return of his deposit. He stated that the Residential Tenancy Branch website is “incredibly difficult” to navigate and that he was not able to receive any assistance or obtain any pertinent information from the Information Services area of the Residential Tenancy Branch to assist him.

He consistently cited his inexperience with this type of situation as justification for not being familiar with the *Act* and for not being aware that it was his responsibility to provide a forwarding address in writing to the Landlord. In essence, his submission was that his inability to educate himself on Section 38 of the *Act* was the rationale for his ignorance in this scenario. Given that the tenancy ended over one year ago, I find it dubious that the Tenant was unable to glean any information from any source, within this lengthy period of time, to assist himself in this matter.

The Tenant advised that he contacted the Landlord multiple times and stated to S.O. verbally that his new address was the same address he occupied prior to this tenancy. However, he submitted that she advised him on one occasion that she burned his documents and that she then hung up on him. He stressed the lack of professionalism that this demonstrated on her part. He also stated that he “assumed” she would have told him that his forwarding address should have been provided in writing.

He then repeated a variation of the same question by asking, “What can I do to get my \$400 bucks?” and “Is there anything I can do to get my money?” In response, I confirmed each time with him that the tenancy ended over a year ago and that he did not provide a forwarding address in writing to the Landlord within that year. As the Tenant confirmed these facts to be true, I reiterated that Section 39 of the *Act* then permitted the Landlord to keep the deposit in its entirety. After receiving the same answer to his varying questions he stated, “You fucking suck” and then promptly exited the hearing.

As the Tenant was unsuccessful in his application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the Tenant's Application for Dispute Resolution 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: December 9, 2019

Residential Tenancy Branch