



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSDS-DR

### **Introduction:**

This Tenant applied for the return of the security deposit, via ex parte Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act (Act)*. The matter was scheduled for a dispute resolution hearing, via teleconference.

The teleconference hearing was convened to consider the Tenant's application for a monetary Order for the return of the security deposit and/or pet damage deposit.

This teleconference was scheduled to commence at 1:30 p.m. By the time the teleconference was concluded at 1:41 p.m., the Tenant had not attended.

The Agent for the Landlord stated that the Application for Dispute Resolution was received by the Landlord, via mail, sometime in July of 2020.

In July of 2020 the Tenant submitted documentary evidence and an audio recording to the Residential Tenancy Branch. The Agent for the Landlord stated that the documentary evidence was received from the Tenant, As the documentary evidence was received by the Landlord, it was accepted as evidence for these proceedings. The Agent for the Landlord stated that the audio recording was not received by the Landlord. As the audio recording was not received by the Landlord, it was not accepted as evidence for these proceedings.

On October 16, 2020 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was personally served to the Tenant on October 25, 2020. In the absence of evidence to the contrary, I find that this evidence was served to the Tenant and it was accepted as evidence for these proceedings.

The Landlord and the Agent for the Landlord affirmed that they would speak the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided:

Is the Tenant entitled to the return of security deposit?

Background and Evidence:

The Agent for the Landlord stated that:

- The tenancy began on September 19, 2019;
- A security deposit of \$700.00 was paid;
- The tenancy ended on July 01, 2020;
- The Tenant did not provide the Landlord with a forwarding address, in writing, until the Tenant served the Landlord with this Application for Dispute Resolution;
- The Tenant did not authorize the Landlord to retain any portion of the security deposit;
- The Landlord returned \$400.00 of the security deposit on July 05, 2020; and
- The Landlord did not file an Application for Dispute Resolution claiming against the security deposit.

Analysis:

Section 38(1) of the *Act* stipulates 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 either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

On the basis of the undisputed evidence, I find that the Tenant filed this Application for Dispute Resolution prior to serving the Landlord with his forwarding address, in writing. I therefore find that the Application for Dispute Resolution was filed prematurely, and I dismiss the Tenant's Application for Dispute Resolution, with leave to reapply.

The Tenant retains the right to file another Application for Dispute Resolution claiming the return of the security deposit, once the Tenant serves the Landlord with a forwarding address, in writing.

The Landlord retains the right to file a claim against the security deposit.

Conclusion:

The Application for Dispute Resolution 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: November 13, 2020

---

Residential Tenancy Branch