



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD-DR

Introduction

This hearing was reconvened in response to an application made September 4, 2020 by the Tenant for an Order for the return of the security deposit pursuant to section 18 of the *Residential Tenancy Act* (the “Act”). The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Landlord confirms that it’s email address as set out in the Landlord’s application is correct.

Issue(s) to be Decided

Has the Tenant provided its forwarding address to the Landlord?

Background and Evidence

The following are agreed facts: the tenancy under written agreement started on August 14, 2019 and ended on August 13, 2020. Rent of \$2,600.00 was payable on the 14th day of each month. At the outset of the tenancy the Landlord collected \$1,300.00 as a security deposit. The Landlord has not returned the security deposit.

The Tenant confirms that its application was made on September 4, 2020. The Tenant states that it provided its forwarding address to the Landlord’s husband on August 14, 2020. The Tenant states that it also provided its forwarding address to the Landlord by registered mail on September 13, 2020. The Tenant confirms that it has no evidence to support that it gave its forwarding address to the Landlord’s husband. The Tenant claims return of the security deposit.

The Landlord states that no forwarding address was received by the Landlord until the Landlord received the Tenant's application for dispute resolution. The Tenant confirms that its forwarding address is the Tenant's address in its application for dispute resolution.

Analysis

Section 38 of the Act provides 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 repay the security deposit or make an application for dispute resolution claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As there is no supporting evidence that the Tenant provided its forwarding address to the Landlord prior to making an application for its return and given the Landlord's evidence that no forwarding address was received until it received the application I find on a balance probabilities that the Tenant did not provide its forwarding address to the Landlord prior to making its application. As the Landlord now has the Tenant's confirmed forwarding address on the Tenant's application, I find that, on the date of this hearing, the Landlord has received the Tenant's forwarding address in writing. The Landlord now has 15 days or until November 20, 2020 to deal with the security deposit as required under the Act. As the Tenant did not provide the forwarding address prior to making its application I dismiss the claim with leave to reapply should the Landlord fail to deal with the deposit as required.

Conclusion

The application 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 Act.

Dated: November 05, 2020

Residential Tenancy Branch