



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD-DR

### Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a return of his security deposit.

The tenant attended the hearing; however, the landlord did not attend.

The tenant stated he served the landlord with his application for dispute resolution and Notice of Hearing by registered mail. The tenant did not provide the Canada Post Tracking Number to confirm this mailing.

I accept the tenant's undisputed testimony that the landlord was served notice of this hearing in a manner complying with section 89(1) of the Act and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present his evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the tenant's submissions and or arguments are reproduced here.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order against the landlord?

### Background and Evidence

The tenant said that this tenancy began three years ago and ended in November 2019. The tenant said he paid a security deposit of \$192.50 to the landlord.

The tenant submitted documentary evidence, including an undated letter to the landlord requesting the return of his security deposit and compensation for damage to a couch. In this letter, the tenant requested this compensation by transfer of funds to his provided email.

The tenant confirmed the landlord did not respond to that letter.

The tenant's monetary claim is \$200, which he said was an inadvertent error, as the security deposit was \$192.50.

### Analysis

Based on the documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Under section 38(1) of the Act, a landlord is required to either repay a tenant's security deposit or to file an application for dispute resolution to retain the deposit within **15 days of the later of receiving the tenant's forwarding address in writing or at the end of a tenancy.**

In this case, the tenant confirmed he has not provided a **written forwarding address** to the landlord, as he requested repayment by E-transfer to the tenant's email address.

An email address is not sufficient to meet their obligation under the Act.

Pursuant to paragraph 38(1)(b), as the tenant has not provided his forwarding address in writing to the landlord, the landlord's obligation to return the deposit has not yet been triggered.

The tenant is not entitled to return of his security deposit until the written forwarding address has been provided to the landlord.

I therefore dismiss the tenant's application, with leave to reapply.

The tenant should be aware of section 39 of the Act which states that if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy, the landlord may keep the security deposit and the right of the tenant to the return of the security deposit is extinguished.

### Conclusion

The tenant's 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 *Residential Tenancy Act*.

Dated: February 3, 2021

---

Residential Tenancy Branch