



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

On December 14, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the return of all or part of a security deposit and/or pet damage deposit.

The matter was scheduled as a teleconference hearing. The Tenant and Landlord appeared at the hearing.

The hearing process was explained, and the participants were asked if they had any questions. All participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- is the Tenant entitled to the return of a security deposit and or pet damage deposit?

### Background and Evidence

The Tenant and Landlord testified that the tenancy began on November 12, 2020 on a month to month basis. Rent in the amount of \$680.00 was due to be paid to the Landlord each month. The Tenant paid the Landlord a security deposit of \$340.00. The Landlord provided a copy of a shared accommodation agreement.

At the start of the hearing the Tenant was asked to provide details on how and when he served the Landlord with his forwarding address in writing. The Tenant could not recall a specific date; however, he stated that he left his address with another occupant of the rental unit to give to the Landlord.

The Landlord testified that she did not receive the Tenant's forwarding address in writing from the Tenant, or from another occupant of the residential property.

The Tenant also stated that the address he provided within the Notice of Dispute Resolution Proceeding for service of documents is not current as he no longer lives there.

Section 38 of the Act provides the following:

*Except as provided in subsection (3) or (4) (a), within 15 days after the later of*  
*(a) the date the tenancy ends, and*  
*(b) the date the landlord receives the tenant's forwarding address in writing,*  
*the landlord must do one of the following:*  
*(c) repay, as provided in subsection (8), any security deposit or pet damage*  
*deposit to the tenant with interest calculated in accordance with the regulations;*  
*(d) make an application for dispute resolution claiming against the security*  
*deposit or pet damage deposit.*

I find that there is insufficient evidence from the Tenant that he provided the Landlord with his forwarding address in writing. I find that the Tenant's application for the return of the security deposit is premature because the Landlord was never given an opportunity to exercise her right to either repay the deposit or make an application for dispute resolution claiming against the security deposit.

The Tenant's application for the return of the security deposit is dismissed with leave to reapply.

The Tenant provided an address to be used as his forwarding address at the hearing and the address was repeated and confirmed twice.

The Landlord was advised that she now has the Tenant's forwarding address and that she has 15 days from the date she receives this Decision to either repay the deposit to the Tenant or make an application for dispute resolution claiming against the security deposit. The Landlord was informed that failure to return or apply to keep the deposit within 15 days could attract a penalty under section 38(6) of the Act.

Conclusion

I find that there is insufficient evidence from the Tenant that he provided the Landlord with his forwarding address in writing. I find that the Tenant's application for the return of the security deposit is premature because the Landlord was never given an opportunity to exercise her right to either repay the deposit or make an application for dispute resolution claiming against the security deposit.

The Tenant's application is dismissed and the Tenant has leave to reapply for the return of the security deposit if the Landlord fails to repay the deposit to the Tenant or make an application for dispute resolution claiming against the security deposit within 15 days of receiving this Decision.

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: April 22, 2021

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Residential Tenancy Branch