



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on January 23, 2021, in which the Tenant sought monetary compensation from the Landlord in the amount of \$1,320.57 including compensation for an alleged overpayment of utilities, return of the security deposit paid and recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for 1:30 p.m. on May 28, 2021. Both parties called into the hearing. The Tenant was also assisted by a translator, M.V.

Preliminary Matter

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution.

The Tenant inverted the Landlord's name on the Application for Dispute Resolution. I therefore Amend the Tenant's Application to correctly name the Landlord.

Preliminary Matter

The Landlord stated that she was agreeable to paying the Tenant for the utilities however she required copies of the second page of the utility bills to confirm the monthly charges and to ensure there weren't any amounts carried forward. The Tenant failed to provide the second page in evidence before me.

The Tenant also confirmed that he had yet to send the Landlord his forwarding address in writing.

Pursuant to sections 38 and 39 of the *Act*, a tenant's right to return of their security and pet damage deposit is not triggered until such time as the tenant provides their forwarding address in writing to the Landlord. At that time, the Landlord has fifteen days in which to return the deposit to the tenant or apply for dispute resolution.

As the Tenant has failed to provide his address to the Landlord, his application for its return is premature. I therefore dismiss this claim with leave to reapply.

During the hearing the Tenant confirmed his forwarding address in writing. I have included his address on the unpublished cover page of this my Decision. I find, for the purposes of section 38(1) that the Landlord has received the Tenant's forwarding address in writing as of the date of the hearing.

Conclusion

The Tenant failed to provide sufficient details of the utility charges in evidence before me. The Tenant also failed to provide the Landlord with his forwarding address in writing as required by sections 38 and 39 of the *Act*. **I therefore dismiss the Tenant's claim 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: May 28, 2021

Residential Tenancy Branch