



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the Tenant for the return of the security deposit pursuant to section 38 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.

Issue(s) to be Decided

Has the Tenant provided its forwarding address to the Landlord in writing?

Background and Evidence

The tenancy started on March 1, 2020 and ended on January 31, 2021. During the tenancy rent of \$875.00 was payable monthly. At the outset of the tenancy the Landlord collected \$450.00 as a security deposit.

The Tenant states that it informed the Landlord in writing to return the security deposit to the dispute address and that the postal office would hold any mail for the Tenant to collect at the postal office. The Tenant cannot recall the date of that letter or when it was given to the Landlord. The Tenant confirms that no copy of that letter was provided as evidence for this hearing. The Tenant states that it cannot provide a forwarding address as the Tenant is homeless following the end of the tenancy. The Tenant states that they have no other access to a mailing address and does not trust anybody who

might provide the Tenant with a mailing address. The Landlord states that the Tenant never informed the Landlord in writing or verbally of any forwarding through the postal office.

The Landlord states that the security deposit was returned to the Tenant. The Landlord provides Witness letters for this payment and states that they did not provide the Tenant with a copy of this evidence to the Tenant as the Tenant's application sets out the dispute address as the Tenant's address and was not the Tenant's forwarding address. The Tenant denies that the security deposit was returned.

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. Given the Landlord's evidence that the Tenant did not provide a forwarding address and as the Tenant provided no copy of any document informing the Landlord that their mail would be held for pick up and not delivered to the dispute address, I find on a balance of probabilities that the Tenant has not sufficiently substantiated that a forwarding address was provided to the Landlord as required. Further, the Landlord's failure to provide its evidence to the Tenant prejudices the Tenant's ability to respond to the Landlord's evidence. For these reasons and given the Tenant's undisputed evidence of homelessness I consider that it would be reasonable in the circumstances for the Tenant to be provided with further opportunity to provide a forwarding address to the Landlord. I note that the Act does not require a forwarding address to be a person's place of residence. For these reasons I dismiss the Tenant's application with leave to reapply. Leave to re-apply is not an extension of any applicable limitation period.

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: July , 82021

Residential Tenancy Branch