



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR

Introduction

This matter originally proceeded by way of *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* (Act) and dealt with an Application for Dispute Resolution (application) by the tenant for a Monetary Order for the return of double the security deposit. On March 29, 2021, an adjudicator adjourned the matter to a participatory hearing which was held on this date, Friday, August 27, 2021 at 1:30 p.m. Pacific Time.

On August 27, 2021, the tenant and the landlord appeared and were affirmed. The hearing process was explained, and the parties were provided the opportunity to ask questions.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision and any applicable orders would be emailed to them.

Issue to be Decided

Is this application premature?

Background and Evidence

The tenant affirmed that they vacated the rental unit on February 4, 2021. The tenant affirmed that they only provided their forwarding address as part of the application.

The parties agreed the security deposit was \$550.00. The tenant stated that they did not give the landlord permission to keep any amount of the security deposit. The landlord confirmed that the tenant did not give written permission to keep any portion of the security deposit and have not filed a claim towards the tenant's security deposit.

The parties confirmed that the landlord has paid the tenant \$350.00 of the original \$550.00 security deposit, which leaves the security deposit balance held by the landlord as \$200.00.

Analysis

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

I find that the tenant's application is premature due to the fact that the tenant confirmed that they have not provided their written forwarding address to the landlord since they vacated the rental unit, other than via the dispute resolution application. Serving a forwarding address via the application itself is premature. Furthermore, section 38 of the Act requires that the tenant provide their written forwarding address to the landlord within 1 year of vacating the rental unit and consistent with RTB Practice Directive 2015-01, I find that the landlord has been served with the tenant's written forwarding address as of the date of this hearing, August 27, 2021, which has been included on the style of cause and was confirmed by the parties during the hearing.

I also find the landlord continues to hold \$200.00 of the tenant's original \$550.00 security deposit.

Given the above, I find that as of August 27, 2021 the landlord has been served with the tenant's written forwarding address and has 15 days from August 27, 2021 to either return the full \$200.00 balance or file a claim against the security deposit balance of \$200.00.

Should the landlord fail to do either, I grant the tenant leave to reapply for double the return of the \$200.00 security deposit balance owing.

The filing fee is not granted as it was already waived.

Conclusion

The tenant's application is premature and is dismissed with leave to reapply.

The landlord must deal with the \$200.00 security deposit balance in accordance with section 38 of the Act within 15 days of August 27, 2021.

This decision will be emailed to both parties.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: August 27, 2021

Residential Tenancy Branch