



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for a return of their security deposit.

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

The tenant submitted that they served their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) to the landlord by registered mail. The registered mail was returned to the tenant.

The tenant filed 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 their evidence orally and make submissions to me.

Issue(s) to be Decided

Is the tenant entitled to a monetary order against the landlord for the amount of their security deposit?

Background and Evidence

The tenant said that this tenancy began on January 1, 2022 and ended on February 28, 2022, as the tenancy was for a 2 month, fixed-term. Monthly rent was \$800 and the tenant paid a security deposit of \$400. The tenant filed a copy of the written tenancy agreement.

The tenant submitted that they provided their forwarding address to the landlord by text message and email. However, the text message and email provided the email address in order that the landlord could return the security deposit by e-transfer.

Analysis and Conclusion

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 for the purposes of return of their security deposit by e-transfer I find is not sufficient to meet their obligation under the Act.

Pursuant to paragraph 38(1)(b), as the tenant has not provided their 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 their 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.

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*. Pursuant to

section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 24, 2023

Residential Tenancy Branch