



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: MNDCL-S, FFL
Tenant: MNDCT, MNSD, FFT

Introduction

In his application for dispute resolution, the landlord applied on May 12, 2022 for:

- compensation for monetary loss or other money owed, with a request to retain the security and/or pet damage deposit; and
- recovery of the filing fee.

The tenant applied on July 26, 2022 for:

- compensation for monetary loss or other money owed;
- an order for the return of the security deposit and/or pet damage deposit; and
- recovery of the filing fee.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings, and Rule 7.4 requiring evidence to be presented.

Neither party raised an issue regarding service of the hearing materials.

Preliminary Matters

The landlord's claim for compensation indicated he was seeking \$3,225.00. The landlord testified he sought the amount of the security deposit (\$3,225.00) and the pet damage deposit (\$3,225.00), totalling \$6,450.00.

Considering section 59(2)(b) and Rules 2.2 and 6.2, I advised the landlord that the hearing was limited to matters claimed in the application. The landlord chose to

withdraw his application. Therefore, the remainder of the decision will consider the tenant's application.

The tenant's claim for monetary loss or other money owed stated that he sought to recover legal fees from the landlord. As this is not relief contemplated by the Act, I dismiss the tenant's application for monetary loss or other money owed without leave to reapply.

Issues to be Decided

1. Is the tenant entitled to return of the security and/or pet damage deposit?
2. Is the tenant entitled to the filing fee?

Background and Evidence

While I have considered the presented documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed on the following particulars of the tenancy. It began May 18, 2021 for a fixed term to August 31, 2021, then the tenancy was extended by one month, to September 30, 2021. Rent was \$6,450.00, due on the first of the month, and the tenant paid a security deposit of \$3,225.00 and a pet damage deposit of \$3,225.00.

The tenant seeks to recover \$6,450.00 for the security and pet damage deposits.

The parties agreed that a move-in inspection was conducted, and a copy of the report given to the tenant; and that the tenancy ended on September 30, 2021. The tenant testified he vacated the rental unit on September 29, 2021; the landlord submitted that he guessed that was correct, and that he was out of town at the time. The tenant testified that he did not participate in a move-out inspection, and that he was not given two opportunities to participate in an inspection, though he tried setting up an inspection several times. The tenant testified he was given two different versions of the move-out report. The landlord stated he had no idea what happened, and that his agency said they did a move-out inspection.

The tenant testified that he did not provide a forwarding address in writing; the landlord testified that his agency said no forwarding address was received. Following the hearing, I noted that a copy of the form #RTB-47 *Tenant's Notice of Forwarding*

Address for the Return of Security and/or Pet Damage Deposit was submitted as evidence by the tenant, along with an envelope addressed to the landlord's address for service, with an incorrect postal code. The envelope was not postmarked. Also submitted as evidence is a registered mail tracking number and a Canada Post receipt.

The parties agreed the tenant did not agree in writing for the landlord to keep any portion of the security or pet damage deposits.

Analysis

Section 38 of the Act requires the landlord to either return the tenant's security deposit in full or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy, or, upon receipt of the tenant's forwarding address in writing.

The tenant testified that he did not provide the landlord with his forwarding address in writing. Though a copy of the RTB *Tenant's Notice of Forwarding Address* form and a tracking number were submitted as evidence, it is not clear if the form was sent, and the postal code is incorrect. The tenant did not provide testimony in support of this evidence, or present it during the hearing.

Based on the testimony of the parties, it appears the tenant did not provide the landlord with his forwarding address in writing. Therefore, the tenant's claim for the return of the security and pet damage deposits is dismissed.

Section 39 of the Act states that despite any other provision of the Act, 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 or the pet damage deposit, or both, and the right of the tenant to the return of the deposits is extinguished.

The parties agreed that the tenancy ended on September 30, 2021. As the tenant did not provide the landlord his forwarding address in writing within one year of the end of the tenancy, I find the landlord may keep the security deposit and the pet damage deposit, and the right of the tenant to the return of the deposits is extinguished.

As the tenant is unsuccessful in his application, I decline to award him the filing fee.

Conclusion

The tenant's application is dismissed.

The landlord is authorized to retain the security and pet damage deposits, totalling \$6,450.00.

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: February 08, 2023

Residential Tenancy Branch