



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding KENDELL ACRES MOBILE HOME
PARK and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

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, the tenant's father, an advocate, and the landlord attended the hearing. The tenant's father and advocate stated they were only attending the hearing as emotional support and not to provide testimony or submissions for the tenant. The advocate said that the tenant suffers from a brain injury.

The landlord agreed receiving the tenant's application.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules).

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 was not able to provide the date the tenancy started or ended. No written tenancy agreement was filed in evidence.

The tenant's application said the tenancy ended on May 31, 2022, and the landlord said the tenant moved out of the rental unit in mid May 2022 and the tenant's partner moved out on May 23, 2022.

The tenant said that he provided the landlord with his written forwarding address, but could not provide the date it was sent or the method of delivery.

The landlord said he never received the tenant's written forwarding address.

The only documentary evidence received from the tenant was an unsigned and undated 1-page statement from someone said to be hired by the tenant to clean the rental unit. The statement was filed on March 10, 2023, which does not comply with the evidence service timelines set out in the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

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, I find the tenant submitted insufficient evidence to show if or when he served the written forwarding address or how the written forwarding address was provided to the landlord, if it was. As a result, pursuant to paragraph 38(1)(b), the landlord's obligation to return the deposit has not yet been triggered.

The landlord is not required to return the security deposit until the written forwarding address has been provided by the tenant.

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: March 20, 2023