



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for the return of all or part of the pet damage deposit or security deposit and to recover the filing fee from the landlord for the cost of the application. The record shows that the tenant has added a monetary claim to the claim, which is not related to the security deposit.

The tenant and the landlord attended the hearing, and the tenant was accompanied by an Outreach Worker, and the landlord was accompanied by a person for support.

At the commencement of the hearing I learned that neither party had provided their evidentiary material to the other party in accordance with the *Residential Tenancy Act* or the Rules of Procedure. I advised the parties that any evidence that a party wishes to rely on must be provided to the other party even if they already have a copy, because it is important for all parties to know what is before me. Therefore, none of the evidence has been admitted.

The tenant gave some affirmed testimony, however testified that the tenant has not provided the landlord with a forwarding address in writing, and I stopped the hearing at that point. I alerted the parties to the *Residential Tenancy Act* which states that a landlord must return a security deposit to a tenant within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing, or must make an Application for Dispute Resolution claiming against the deposit within that 15 day period. If the landlord fails to do either, the landlord must repay double the amount to the tenant. Since the tenant has not provided a forwarding address to the landlord, the tenant's application cannot succeed.

The law also states that if the tenant does not provide a forwarding address to the landlord within 1 year after the tenancy ends, the landlord may keep the security deposit.

Given that none of the evidence can be considered, and the tenant has not provided a forwarding address in writing to the landlord, I dismissed the tenant's application with leave to reapply.

Since the tenant has not been successful with the application, the tenant is not entitled to recover the filing fee from the landlord.

Conclusion

For the reasons set out above, the tenant's application is hereby 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 *Residential Tenancy Act*.

Dated: September 01, 2023

Residential Tenancy Branch