



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application by the Tenant for a monetary order for the return of the security deposit.

Both parties attended the hearing by conference call and gave affirmed testimony.

At the beginning of the hearing the Landlord stated in undisputed affirmed testimony that the names provided on the application by the Tenant were incorrect as stated in the Landlord's submitted evidence. The Tenant did not dispute this. The names are accordingly amended.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for the return of the security deposit?

Background and Evidence

The Tenant served the Landlord with the hearing documents by registered mail on January 11, 2011. The Landlord has served his evidence package by registered mail on March 18, 2011. Neither party has disputed receiving the packages.

Both parties agreed that the security deposit paid is \$400.00 and that a rent fee of \$40.00 for an early move in date of December 11, 2010 was made. Both parties agree that the Tenancy ended on December 9, 2010 when the Tenant informed the Landlord in person that she would not be moving in.

The Landlord stated that the Tenant did not provide a written forwarding address to the Landlord. The Tenant did not dispute this. The Landlord is now in possession of the Tenant's address as per the application for dispute resolution received by registered mail on January 16, 2011 (includes 5 days of deemed service by registered mail).

Analysis

Section 38 of the Residential Tenancy Act states,

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Based upon the undisputed affirmed testimony of both parties, I am satisfied that both have been properly served with the notice and evidence packages. I also find based upon the direct testimony of both that the forwarding address was never given to the Landlord until he received a copy of the Tenant's application. As such the Tenant's application is dismissed.

Upon receipt of this decision, the Landlord shall be deemed to have received the Tenant's forwarding address in writing.

Conclusion

The Tenant's application is dismissed.

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: April 04, 2011.

Residential Tenancy Branch