



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on July 20, 2019 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlord return all or part of the security deposit.

The hearing was scheduled for 1:30pm on November 4, 2019 as a teleconference hearing. Only the Tenant appeared and provided affirmed testimony. No one appeared for the Landlord. The conference call line remained open and was monitored for 14 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Tenant and I were the only persons who had called into this teleconference.

The Tenant testified the Application and documentary evidence package was served on the Landlord by registered mail on July 25, 2019. The Tenant provided the tracking information during the hearing to confirm the mailing. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Landlord is deemed to have been served with the Application and documentary evidence on July 30, 2019 the fifth day after the registered mailing. The Landlord did not submit documentary evidence in response to the Application.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Tenant entitled to an order that the Landlords return all or part of the security deposit, pursuant to section 38 of the *Act*?

### Background and Evidence

The Tenant stated that the tenancy began on April 15, 2016. The Tenant paid rent in the amount of \$1,050.00 which was paid to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$525.00. The Tenant stated that the tenancy ended on July 31, 2017.

The Tenant stated that the Landlord returned \$425.00 of the Tenant's security deposit within a week following the end of the tenancy. The Tenant stated that the Landlord retained \$100.00 without her consent. The Tenant stated that she provided the Landlord with her forwarding address on July 4, 2019 by registered mail. The Tenant provided a copy of the letter containing her forwarding address as well as the registered mail tracking information in support.

The Tenant stated that she has not yet received the remaining balance of her security deposit. The Tenant is seeking a monetary order in the amount of \$100.00 which represents the remaining balance of her security deposit currently being held by the Landlord.

### Analysis

Based on the documentary evidence before me for consideration and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 39 of the *Act* outlines that despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,

- (a) the landlord may keep the security deposit or the pet damage deposit, or both, and
- (b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

In this case, the Tenant stated that the tenancy ended on July 31, 2017. The Tenant stated that the Landlord returned \$425.00 of the \$525.00 to the Tenant shortly after the end of the tenancy. The Tenant stated that on July 4, 2019 she provided the Landlord with her forwarding address requesting the remaining \$100.00 of the security deposit.

I find that the Tenant has provided insufficient evidence to demonstrate that she provided the Landlord with her forwarding address within one year after the end of the tenancy. As such, I find that the Landlord is entitled to keep the Tenant's security deposit and that the Tenant has extinguished her right to the return of her security deposit.

In light of the above, I dismiss the Tenant's Application without leave to reapply.

### Conclusion

The Tenants did not provide the Landlord with her forwarding address within one year after the end of the tenancy. The Tenant has extinguished her right to the return of her security deposit, therefore the Tenant's Application is dismissed without 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: November 04, 2019

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Residential Tenancy Branch