



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDCT, OT

### Introduction

On July 10, 2020, the Tenant applied for a Dispute Resolution proceeding seeking a return of the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”) and seeking monetary compensation pursuant to Section 67 of the *Act*.

The Landlord attended the hearing; however, the Tenant did not appear during the 19-minute teleconference hearing. All in attendance provided a solemn affirmation.

The Landlord advised that the Tenant never provided a forwarding address in writing and he only received this address when the Tenant’s Notice of Hearing package was delivered to him by registered mail on or around July 15, 2020.

### Background and Evidence

This hearing was scheduled to commence via teleconference at 9:30 AM on August 17, 2020.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 9:30 AM and monitored the teleconference until 9:49 AM. Only the Respondent dialed into the teleconference during this time. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I confirmed during the hearing that the Applicant did not dial in and I also confirmed from the teleconference system that the only party who had called into this teleconference was the Landlord.

### Analysis

As the Applicant did not attend the hearing by 9:49 AM, I find that the Application for Dispute Resolution has been abandoned. Therefore, I dismiss the Tenant's Application for monetary compensation without leave to reapply.

With respect to the security deposit, pursuant to Section 38 of the Act, if the Tenant wants the security deposit returned, she must provide a forwarding address in writing to the Landlord first. The undisputed evidence is that the Tenant had not provided the Landlord with her forwarding address in writing until making this Application and sending this package to the Landlord on or around July 14, 2020. As such, I find the Tenant's Application on this issue to be premature.

Therefore, the Landlord is put on notice that he now has the Tenant's forwarding address and he must deal with the security deposit pursuant to Section 38 of the Act. The Landlord is deemed to have received the Decision 5 days after the date it was written and will have 15 days from that date to deal with the deposit.

If the Landlord does not deal with the security deposit within 15 days of being deemed to have received the Decision, the Tenant can then re-apply for double the deposit, pursuant to Section 38 of the Act.

### Conclusion

The Tenant's Application for Dispute Resolution for monetary compensation is dismissed without leave to reapply. The Tenant's Application for a return of the security deposit is premature.

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: August 17, 2020

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Residential Tenancy Branch