

DECISION

Dispute Codes: MNSD and FF

Introduction

By application of September 20, 2009, the tenant sought return of her security deposit and pet damage deposits pursuant to section 38 of the *Act*. The tenant also sought to recover the filing fee for this proceeding from the tenant.

The landlord did not participate in the telephone conference call hearing.

Issues to be Decided

This matter requires a decision on whether the tenant is entitled to a Monetary Order for return of her security and pet damage deposits and whether those amounts should be doubled under section 38(6) of the *Act*.

Background and Evidence

This tenancy began on March 1, 2009 and ended on or about August 29, 2009. Rent was \$675 per month and the landlord holds a security deposit of \$337.50 and a pet damage deposit of \$50, paid on March 1, 2009.

During the hearing, the tenant provided copies of the registered mail envelopes sent to the landlord containing copy of her forwarding address and the Notice of Hearing package sent on September 9, 2009 and October 19, 2009 respectively. Neither item was successfully delivered.

The tenant stated that she had also delivered both items by slipping them under the door of the subject rental unit.

The tenant noted that the landlord had advised her in July 2009 that she would be moving, but the landlord had not provided her with a forwarding address.

Analysis

Residential Tenancy Policy Guideline 12, Service Provisions, states that:

“Where a tenant is serving a landlord by registered mail, the address for service must be where the landlord resides at the time of mailing or the address at which the landlord carries on business as a landlord.”

The subject rental unit would not be included in the definition of where the landlord carries on business.

Therefore, I must find that the application fails on the grounds that the landlord has not been served with the Notice of Hearing.

Conclusion

The application is dismissed with leave to reapply.

January 25, 2010