



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This conference call hearing was convened in response to the tenant's application for the return of double the amount of the security deposit.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for double the amount of the security deposit?

### Background and Evidence

The rental unit consists of a single room in a hotel. Pursuant to a written agreement, the month to month tenancy started on April 21<sup>st</sup>, 2010. The rent is \$500.00 per month and the tenant paid a security deposit of \$250.00.

In his documentary evidence, the tenant provided a copy of a notice dated March 7<sup>th</sup>, 2011, handwritten and signed by the tenant's advocate, wherein he provided the landlord with his forwarding address and instructions on the return of the security deposit. The advocate testified that the tenant gave him power of attorney, which he supported by a producing an unendorsed document dated February 23<sup>rd</sup>, 2011.

The landlord testified that the tenant did not leave his forwarding address. He stated that the address is the advocate's who resides in the hotel, and that he does not know where the tenant currently lives. He stated that he has not heard or was given any confirmation from the tenant regarding the advocate's arrangements, and that the signatures on any of the documents produced do not match.

### Analysis

If find that the landlord had grounds to question the probative value of the documents produced in this application; the tenant's advocate did not have any enforceable document to counter the landlord's claim on their authenticity. The signatures on the power of attorney have no resemblance to the tenant's signature on the tenancy agreement, and there was no evidence that tenant took steps to crystallize the issue with the landlord before the hearing.

Accordingly, I am not persuaded that the tenant served the landlord with proper notice of his forwarding address to date in accordance with the Act.

### Conclusion

The tenant's application is 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: July 14, 2011.

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Residential Tenancy Branch