



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This matter dealt with an application by the Tenant for the return of a security deposit plus compensation equal to the amount of the deposit due to the Landlord's alleged failure to return it as required by the Act.

The Tenant said she served the Landlord on September 13, 2011 with the Application and Notice of Hearing (the "hearing package") by registered mail to the rental unit address. The Tenant said the Landlord would not provide her with the Landlord's residential address during the tenancy. The Tenant also claimed that the Landlord used the rental unit address as her mailing address during the tenancy. The Tenant said the Landlord still owns the rental unit and that she rented it out to new tenants when her tenancy ended. Based on the evidence of the Tenant, I find pursuant to s. 71(2)(c) of the Act that the Landlord was sufficiently served with the Tenant's hearing package for the purposes of the Act, and the hearing proceeded in the Landlord's absence.

At the conclusion of the hearing, the Tenant undertook to provide no later than 12:00 p.m. on November 24, 2011 a copy of her tenancy agreement showing that she paid a security deposit and a copy of the letter she said she gave to the Landlord which set out her forwarding address. As of the date of this decision, however, the Tenant had not provided those documents. Consequently, the Tenant's application is dismissed with leave to reapply.

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: November 28, 2011.

Residential Tenancy Branch