

## **Decision**

**Dispute Codes:** MNR, MND, MNSD, FF

### **Introduction**

This hearing was convened in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee. The landlord and his agent participated in the hearing and gave affirmed testimony.

The landlord and his agent testified that the tenants did not provide a forwarding address when the tenancy ended on July 31, 2011. The landlord therefore sent the application for dispute resolution and notice of hearing (the "hearing package"), to the tenants by registered mail to the dispute address. In the same way, the landlord's evidence package was sent to the tenants at the dispute address by way of priority post. The landlord testified that neither of these 2 mailings was delivered to the tenants and both were ultimately returned to the landlord. Accordingly, as the tenants were not served, I must conclude that their failure to attend the hearing would at least in part be the result of not being informed of the hearing.

### **Background / Evidence / Analysis**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on October 15, 2010. Monthly rent of \$850.00 was payable in advance on the first day of each month, and a security deposit of \$425.00 was collected. A move-in condition inspection and report were completed at the start of tenancy. The landlord testified that the tenant(s) participated in the move-out condition inspection on July 31, 2011, when tenancy ended, but that they declined to sign the move-out condition inspection report.

The landlord seeks compensation as follows:

\$10.56: tenants' half share of gas utilities.

\$20.00: cost of key replacement (no receipt provided).

Unspecified dollar amount for cleaning, rubbish removal and painting (no receipts provided).

\$425.00: retention of security deposit.

\$50.00: filing fee.

### **Analysis**

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord and his agent, I find that as the tenants were not served with the hearing package or with the landlord's evidence package, the landlord's application must be dismissed with leave to reapply.

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca) The attention of the parties is drawn to the following particular sections of the Act:

Section 38: **Return of security deposit and pet damage deposit**

Section 39: **Landlord may retain deposits if forwarding address not provided**

### **Conclusion**

Following from the reasons set out above, the landlord's application is hereby 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*.

DATE: November 7, 2011

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Residential Tenancy Branch