



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to obtain a return of double her security deposit pursuant to section 38.

The landlord did not attend this hearing, although I waited until 1:50 p.m. in order to enable him to connect with this teleconference hearing scheduled for 1:30 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The tenant entered written evidence that she sent the landlord a copy of her dispute resolution hearing package by registered mail on October 1, 2012. She provided both the Canada Post Tracking Number and the Canada Post Customer Receipt to confirm this registered mailing. I am satisfied that the tenant served her hearing package to the landlord in accordance with the *Act*.

### Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses arising out of this tenancy? Is the tenant entitled to a monetary award for the return of her security deposit? Is the tenant entitled to a monetary award equivalent to the amount of her security deposit as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

### Background, Evidence and Analysis

The tenant was uncertain as to when this tenancy commenced and when it ended. She testified that she likely moved into the rental unit in February or March 2012, remained in the rental unit for one night, and then vacated the rental unit at the landlord's request.

Although she was certain that the monthly rent was set at \$700.00, payable on the first of each month, she had no details or a receipt to demonstrate that she paid a \$350.00 security deposit to the landlord. There was no written tenancy agreement.

The tenant's application for a monetary award of \$1,850.35 included a request for \$700.00, representing double her security deposit, and various other figures for May and June 2012, all of which were difficult to follow.

The tenant said that she had not properly prepared for this hearing and asked for permission to obtain relevant documents and send them to the Residential Tenancy Branch. She did not provide any written evidence other than a confusing description of the Details of the Dispute in her application for dispute resolution. She was unclear as to whether she had sent the landlord a copy of her forwarding address in writing, a key element in any request she might make for a return of double her security deposit.

The tenant asked for permission to withdraw her application at this time.

#### Conclusion

The tenant's application for dispute resolution is withdrawn as at least one of the key elements of her application would appear to be premature. She is at liberty to reapply for a monetary award once she pursues the proper measures to seek the recovery of her security deposit from the landlord.

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: December 20, 2012

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Residential Tenancy Branch