



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 2128 Investment Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD RPP

### Introduction

This hearing dealt with an application by the tenant for double recovery of the security deposit and further monetary compensation. The tenants attended the hearing but the landlord did not.

The tenants stated that they served the landlord with the application for dispute resolution and notice of hearing by registered mail on March 27, 2013. I accepted the tenants' testimony regarding service of notice of the hearing and found that the landlord was deemed served with the hearing package on April 1, 2013. I then proceeded with the hearing in the absence of the landlord.

### Issue(s) to be Decided

Are the tenants entitled to double recovery of the security deposit?  
Are the tenants entitled to further monetary compensation as claimed?

### Background and Evidence

The tenancy began on February 15, 2009. At the outset of the tenancy the tenants paid a security deposit of \$400. The tenancy ended in April 2011. The tenants stated that they verbally provided their forwarding address in mid-April 2011, but they did not provide it in writing.

The tenants have claimed further monetary compensation as follows. The tenants stated that during the tenancy the landlord towed the tenants' truck. When the tenants attended at the towing lot, they were informed that the truck was not there. The tenants stated that the landlord told the tenants the truck had been crushed. The tenants stated that they did not report this incident to the police.

The tenants stated that they were evicted pursuant to an order of possession, and they put their furniture and all of their possessions in a storage pod that was locked and left on the rental property. Someone cut the lock off the storage pod, and the tenants' possessions were stolen or damaged. In support of their claim, the tenants provided a copy of the storage pod receipt for \$336.

### Analysis

#### *Security Deposit*

Section 39 of the Residential Tenancy Act states that if a tenant does not give the landlord a forwarding address in writing within one year after the tenancy has ended, the tenant's right to claim the deposit is extinguished. In this case, the tenancy ended in April 2011, and the tenants did not give the landlord their forwarding address in writing until they made their application for dispute resolution on March 14, 2013. I therefore find that the tenants' right to claim return of the security deposit is extinguished, and I dismiss this portion of the tenants' claim.

#### *Towed Truck*

I find that the tenants have not provided sufficient evidence to establish this portion of their claim. The tenants ought to have reported the truck as stolen at the time that it was removed. I therefore dismiss this portion of the tenants' application.

#### *Compensation for Damaged or Stolen Possessions*

I find that the tenants have not provided sufficient evidence to establish that the landlord or the landlord's agent was responsible for the damage or loss of the tenants' personal possessions. Further, the tenants did not provide details of the value of any of the items that were damaged or lost. I therefore dismiss this portion of the tenants' application.

### Conclusion

The application of the tenants is dismissed in its entirety.

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: April 25, 2013

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Residential Tenancy Branch

