



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened on the tenant's application of May 24, 2013 seeking a Monetary Order for \$24,995 representing double the security deposit on the grounds that the landlord did not return it or make application to claim against it within 15 days of the latter of the end of the tenancy or receipt of the tenant's forwarding address as required by section 38 of the *Act*.

Despite the tenant's efforts to effect service of the Notice of Hearing on the landlord's agent by both registered mail and courier, no representative of the landlord called in to the number provided to enable their participation in the telephone conference call hearing. Therefore, it proceeded in their absence.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for return of his security deposit and should the amount be doubled?

Background and Evidence

This tenancy began on April 28, 2012 under a fixed term agreement to June 1, 2012, subsequently extended to August 31, 2012.

Rent was \$27,494.45 per month and the tenant paid a security deposit of \$12,497.50 on April 28, 2013.

As a matter of note, the rental agreement submitted into evidence was a very poor copy and extremely hard to read. However, I note that the party served by the applicant tenant was not the named landlords who were signatories to the rental agreement but the landlord's property manager or agent who was indicated as the contact person.

A notation on a proof of service document submitted by the applicant tenant or his legal counsel indicates that Fed X had advised that the recipient, the agent, had moved. I note also that the customer copy of the instruction to Fed X did not include the agent's unit number with the street address, and the application did not include the unit designator, "PH" on the address of the rental unit.

Service provisions under section 12 of the Rules of Procedure require that a tenant serving documents on a landlord must serve the landlord at a place where the landlord currently resides or currently carries on business as a landlord.

In the present matter, as service on the agent listed as the contact person on the rental agreement did not succeed and as she would not be ultimately liable for the debt claimed by the tenant, it would appear more fruitful for the tenant to serve the landlords directly or to join them and the agent in a future application. For these reasons, the application is dismissed with leave to reapply.

Conclusion

The 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: September 09, 2013

Residential Tenancy Branch