



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on July 15, 2012. Monthly rent of \$1,395.00 is due and payable in advance on the first day of each month, and a security deposit of \$700.00 was collected.

A "report of rental premises and contents" dated July 4, 2012 is included in evidence. The "report" is an inventory of main furnishings and appliances included in the locker room, bedroom, bathroom and kitchen, in addition to a record of keys, blinds, air conditioner and remote garage door opener provided at the start of tenancy. As well, the "report" includes the following written instruction:

If something is dirty or damaged, describe it fully on the same attached sheet of paper.

There are no comments on the "report" in relation to the above instruction, and the "report" bears no signatures.

Following written notice given by the tenants, tenancy ended effective July 31, 2013. A "report" similar to the one above was completed by date of July 28, 2013. This "report" includes the following instruction:

If something is dirty or damaged, describe it fully on the same attached sheet of paper. Both Landlord (or Landlord's agent) and Tenant must sign and have the signatures witnessed if the report is to be binding.

This "report" appears to have been signed by the landlord and "AB," the tenant's girlfriend. The "report" includes manual notations concerning the condition of certain furnishings and appliances in the unit, as well as other notations.

The tenant claims that on July 28, 2013 his girlfriend gave the landlords a forwarding address in writing for the purpose of returning the security deposit, however, the landlords deny this.

As the tenant had not received his security deposit, he claims that by date of August 22, 2013, his girlfriend sent an email to the landlords in which 2 forwarding addresses were provided. A partial copy of the email is included in evidence, that is, the entire text of the email is not reflected in the copy. However, the landlords deny ever receiving such an email.

The landlords also claim that after receiving the tenant's hearing package, they themselves did not subsequently receive a package of documentary evidence submitted by him to the Branch on November 21, 2013. It is within that particular package that a partial copy of the above email is included, in addition to another copy of page 1 of the tenant's application for dispute resolution, a copy of the tenancy agreement, photographs, and copies of confirmation from the Canada Post website showing that the tenant's hearing package was "successfully delivered" to the landlords.

Finally, I note that the personal address identified by the tenant in his application appears to be different from any which may or may not have previously been provided to the landlords.

Analysis

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

I find that not all of the documentary evidence submitted by the tenant to the Branch, was also provided by him to the landlords. In this regard the attention of the parties is drawn to Rule of Procedure # 3 which speaks to "Serving the Application and the Applicant's Evidence."

I also find there is insufficient conclusive evidence surrounding the manner in which the tenant's forwarding address may have been provided to the landlords either, when tenancy ended, or sometime thereafter. During the hearing the tenant provided the landlords with the forwarding address of record, which is also his work address, as follows:

[Redacted to protect tenant privacy]

During the hearing I instructed the parties that the date of this hearing, **December 3, 2013**, is deemed to be the date when the landlords received the tenant's forwarding address for the purposes of determining the disposition of the security deposit. The parties were further instructed to deal with the security deposit pursuant to the provisions set out in section 38 of the Act, which addresses **Return of security deposit and pet damage deposit**.

Conclusion

Following from the above, the tenant'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*.

Dated: December 03, 2013

Residential Tenancy Branch

