



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADKA - TRADING & FINANCE CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for the return of double her security deposit, and requested the recovery of her filing fee.

The tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant presented her evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The tenant testified that the Notice of Hearing, Application and documentary evidence were served on the landlord by registered mail on June 6, 2014. The tenant provided two registered mail receipts with tracking numbers as evidence and confirmed that the name and address matched the name of the landlord and the address of the landlord and that two packages were mailed, one to the personal name of the landlord and the second package to the company name of the landlord. Documents sent by registered mail are deemed served five days after mailing under the *Act*. The tenant stated that both of the registered mail packages were returned as "unclaimed". I find the landlord was deemed duly served on the fifth day after mailing, in accordance with the *Act*, which was June 11, 2014.

Issue to be Decided

- Is the tenant entitled to the return of double their security deposit under the *Act*?

Background and Evidence

During the hearing, the tenant confirmed that she has not provided her written forwarding address in writing to the landlord as required by section 38 of the *Act*.

Analysis

Based on the documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Tenant's claim for the return of double the security deposit – I find that the tenant's application is premature, due to the fact that the tenant confirmed she has not provided her written forwarding address in writing to the landlord as required by section 38 of the *Act*. As a result, **I dismiss** the tenant's application **with leave to reapply**. The tenant should serve her forwarding address in writing to the landlord in accordance with section 38 of the *Act* and allow the landlord the applicable timeline under section 38 of the *Act*, which is fifteen days, to either return her security deposit in full or file an application claiming towards the security deposit.

As the tenant's application is premature, I do not grant the tenant the recovery of the filing fee.

Conclusion

The tenant's application is premature and is therefore dismissed, with leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: October 2, 2014

Residential Tenancy Branch

