



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the return of double his security deposit pursuant to Section 38(6) of the Act.

The Tenant appeared for the hearing and provided affirmed testimony. However, the Tenant provided no documentary evidence in advance of the hearing.

There was no appearance for the Landlord during the 37 minute duration of the hearing. Therefore, I turned my mind to the service of the Notice of Hearing documents by the Tenant.

The Tenant testified that the Landlord was served with copy of the Application and the Notice of Hearing documents personally on July 7, 2014. In the absence of any evidence to dispute this, I find that the Tenant served the Landlord with the documents in accordance with section 89(1) (a) of the *Residential Tenancy Act* (the “Act”).

Preliminary Issues

At the start of the hearing the Tenant explained that during a previous hearing attended by him and the Landlord, the file number for which appears on the front page of this decision, the Arbitrator made a finding that the Tenant had not provided the Landlord with a forwarding address in writing pursuant to Section 38(1) of the Act and therefore, there was no obligation for the Landlord to return the Tenant’s security deposit until the Tenant complied with this portion of the Act.

The Arbitrator also determined that the Tenant had also failed to provide the Landlord with the forwarding address on his Application for the previous hearing as he had not served the Landlord with a complete package showing the forwarding address.

The Tenant explained that the previous Arbitrator explained that in order for him to get his security deposit back he must provide the Landlord with a forwarding address. The Tenant testified that he had done this in writing and that the Landlord has signed the letter containing the forwarding address to acknowledge receipt of this.

When the Tenant was asked whether he had a copy of this letter containing his forwarding address and the Landlord's acknowledgement, the Tenant explained that he was not sure whether he still had the copy of this.

Analysis and Conclusion

As the Tenant failed to provide a copy of this document as evidence to prove that he complied with Section 38(1) of the Act, I am not willing to move forward in making an award against the Landlord for double the amount of the deposit. In the absence of the Landlord appearing for the hearing and confirming receipt of the Tenant's forwarding address, I find that there is not sufficient evidence before me that the Tenant has complied with Section 38(1) of the Act.

For the reasons set out above, I dismiss the Tenant's Application but provide leave to re-apply.

However, if the Tenant decides to proceed with making another Application, the Tenant will need to prove that he complied with Sections 38(1) of the Act and that he provided the Landlord with a forwarding address within the time limits stipulated by Section 39 of the Act.

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: November 20, 2014

Residential Tenancy Branch

