



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding D-Con Equities Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the by the tenant seeking the return of double the security deposit and the recovery of the filing fee. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background, Evidence

The tenants' testimony is as follows. The tenancy began on May 1, 2012 and ended on April 1, 2014. The tenants were obligated to pay \$1230.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$600.00 security deposit. The tenant stated that he was having issues with the landlord and moved out one month earlier than the agreed signed tenancy agreement. The tenant stated that he e-mailed the landlord his forwarding address on the day he moved out.

The landlord stated that the tenant moved out one month early and without any notice. The landlord stated the term was for one year but the tenant left after eleven months. The landlord stated that he did not receive the tenants forwarding address until he received the tenants' application for dispute resolution. The landlord stated that the tenant still owes him money.

Analysis

The tenant did not submit any documentary evidence for this hearing. The tenant is the applicant and bears the responsibility of proving his claim. I find that the tenant is premature in this application as he has not been able to provide documentary evidence that he had given the landlord his forwarding address in writing in Accordance with Act, prior

to filing an application for dispute resolution. The tenant confirmed that the address on the application is his present address. It was explained to the landlord that it's now deemed that he has been served the tenants forwarding address as of this date and that he has fifteen days to either return the security deposit or file for dispute resolution as per Section 38 of the Act. The landlord indicated that the understood.

Based on the above, I dismiss the tenants' application with leave to reapply.

Conclusion

The tenants' 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: April 23, 2015

Residential Tenancy Branch

