



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

The tenant applies for monetary compensation and return of a security deposit.

The landlord did not attend the hearing. The tenant's evidence shows that the landlord was served with the application and notice of hearing by registered mail sent October 2, 2014. The Canada Post record shows that the mail was received by the landlord on October 6, 2014. I find that the landlord was duly served.

The tenant's application discloses a request to recover his security deposit. The tenant's testimony discloses that he did receive his \$275.00 deposit back from the landlord. He could not say when. Nor does his evidence indicate that but for his application document, he has ever provided the landlord with his forwarding address in writing. At hearing the tenant indicated that he sought a doubling of the deposit pursuant to s. 38 of the *Residential Tenancy Act*, but without proof of having provided a forwarding address in writing and without evidence of the date the deposit was repaid, it cannot be determined that s. 38 applies. This portion of the tenant's application must be dismissed.

The particulars of the tenant's remaining monetary claim "for money owed or compensation for damage or loss..." are not readily ascertainable from the application form. It reads:

to Avoid Reinbursing in case of house sale the landlord looks like, got a confrontational roommate to force me out to move the att RCMP card (*number and date redacted*) and the att. Evacuation letter by (*landlord's name*).

Included in the package was a letter from the landlord dated August 8, 2013 requiring the tenant to vacate by "September 31" 2013 because the rental unit "is needed for family purposes..."

I find that the particulars of the claim are not readily discernable from the material and would not inform a reasonable person about the nature of the relief the tenant seeks. I therefore decline to consider the remaining aspect of the claim. I grant the tenant leave to re-apply, subject to any applicable time limitations.

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: May 15, 2015

Residential Tenancy Branch

