



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order. Both parties participated in the conference call hearing.

The Residential Tenancy Branch received evidence from the tenant the day before the hearing. The tenant stated that she did not provide this evidence to the landlord because she thought the Branch would serve him with her evidence. As the tenant did not follow the Rules of Procedure which require her to provide evidence both to the respondent and to the Branch at least 14 days prior to the hearing, I have not considered this evidence. I note that during the hearing the tenant repeatedly referred me to her evidence and I advised that I would not be considering that evidence.

The tenant requested an adjournment, but I denied the adjournment as the tenant had 5 months to submit her evidence but chose not to submit it until the day before the hearing. Further, the tenant did not file her claim until 2 days before the statutory limitation period which means the claim was not heard until 2 ½ years after the tenancy ended. I found the prejudice to the landlord to be greater than to the tenant and found that the tenant's own failure to actively pursue her claim and follow the Rules of Procedure led to the need for an adjournment.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

Neither party could recall when the tenancy began, but they agreed that the tenant paid a \$250.00 security deposit and that the tenancy ended on May 31, 2013. The tenant seeks to recover the security deposit. She testified that she did not give the landlord her forwarding address at the end of the tenancy.

The tenant also testified that she was entitled to receive cable television under the terms of her tenancy agreement and that the landlord cut off access to cable television at some point during the tenancy. The tenant's application for dispute resolution identifies \$250.00 as the amount she is claiming, which is the amount of the security deposit. However, in the box captioned "Details of the Dispute" on the application, she wrote "Return of Damage Deposit. Cabel –

refund.” (reproduced as written) The tenant explained that she did not know the exact amount she was claiming.

Analysis

The tenant acknowledged that she did not give the landlord her forwarding address. Section 39 of the Act provides as follows:

39 Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,

38(a) the landlord may keep the security deposit or the pet damage deposit, or both, and

38(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

I find that the tenant’s right to claim the return of the deposit has been extinguished and I therefore dismiss the claim.

I also dismiss the claim for recovery of the value of cable television. Because I could not consider the tenant’s evidence which was not submitted to the Branch within the timeframe required by the Rules of Procedure and was not provided to the landlord at all, I do not have any evidence showing that the tenancy agreement required the landlord to provide cable television services or invoices from a cable television provider showing that the tenant paid for her own cable television during the relevant time. Further, the Rules of Procedure require the tenant to provide details of the amount claimed and the tenant failed to do so, which meant the landlord could not know the claim made against him.

Conclusion

The tenant’s claim is dismissed in its entirety.

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 03, 2015

Residential Tenancy Branch

