



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants for a monetary order for money owed or compensation under the Act, for return of double the security deposit and to recover the filing fee from the landlord.

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail on October 7, 2015. The tenant stated the landlord refused to accept the package. A Canada post tracking number was provided as evidence of service, which support the landlord refused service.

Given the above, I find the landlord was served in accordance with the *Act*. I note that refusal or failure to accept service is not grounds for a Review.

### Preliminary matter

In this case, the tenant seeks compensation in the total amount of \$25,000.00. In the tenant's monetary worksheet it lists the amount of \$2,100.00 claimed for the security deposit, it provides no break down for damages.

Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, which would include a full break down of the monetary calculation for damages.

Therefore, I will only consider the tenants request for return of double the security deposit.

### Issue to be Decided

Are the tenants entitled to double the security deposit?

### Background and Evidence

The tenancy began in November 2013. Rent in the amount of \$2,100.00 was payable on the 1<sup>st</sup> of each month. The tenants paid a security deposit of \$1,050.00. The tenancy ended on August 1, 2015.

The tenant testified that they gave the landlord their forward address on two occasions by email. The tenant stated the landlord did not respond to either emails. Filed in evidence is a copy of the emails.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, I am not satisfied that the landlord has received the tenants' forwarding address as required by section 38 of the Act. Email is not an approved method of service as there is no way to determine if the document was received. I find the tenants have failed to prove a violation of the Act by the landlord. Therefore, I dismiss the tenants' application with leave to reapply.

### Conclusion

The tenant' 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 15, 2016

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Residential Tenancy Branch