



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Tri-Care Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF, O

Introduction

This is an application brought by the tenant, requesting a monetary order in the amount of \$1100.00.

The applicant testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on December 21, 2015; however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing, and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on January 1, 2015 with a monthly rent of \$1050.00.

The applicant further testified that she paid a combined security/pet deposit of \$1050.00 at the beginning of the tenancy.

The applicant further testified that she vacated the rental unit on October 11, 2015 and left all the keys, the garage remote, and a forwarding address, in writing, on the counter at the rental property, for the landlord. She states that the landlord requested that she leave these items on the counter of the rental property, as he was going to be out of town.

The applicant further testified that she did not receive her security deposits back from the landlord until November 26, 2015, and that the cheque was dated November 21, 2015.

The applicant is therefore requesting an order that the landlord be required to pay double the security/pet deposit because the landlord did not return the deposits within the 15 day time frame required under the Residential Tenancy Act.

The applicant is therefore requesting a monetary order as follows:

Double security deposit	\$1050.00
Double pet deposit	\$1050.00
Interest on security/pet deposits	\$12.25
Filing fee	\$50.00
Subtotal	\$2162.25
Less Amount returned	-\$1062.25
Total Order requested	\$1100.0

Analysis

It is my decision that the applicant has not established the right to an order for return of double her security deposit, because the applicant has not met the burden of proving that the landlord was properly served with a forwarding address in writing.

Section 88 of the Residential Tenancy Act states:

88 All documents, other than those referred to in section 89 [*special rules for certain documents*], that are required or permitted under this Act to be given to or served on a person **must be given or served in one of the following ways:** (my emphasis)

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by ordinary mail or registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding address provided by the tenant;
- (e) by leaving a copy at the person's residence with an adult who apparently resides with the person;
- (f) by leaving a copy in a mail box or mail slot for the address at which the person resides or, if the person is a landlord, for the address at which the person carries on business as a landlord;

(g) by attaching a copy to a door or other conspicuous place at the address at which the person resides or, if the person is a landlord, at the address at which the person carries on business as a landlord;

(h) by transmitting a copy to a fax number provided as an address for service by the person to be served;

(i) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];

(j) by any other means of service prescribed in the regulations.

In this case the applicant stated that she left the forwarding address in writing, in an envelope, on the counter of the dispute property; however, as you can see from the list above, leaving the forwarding address in writing on the counter, is not one of the methods by which the documents must be given or served.

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security/pet deposit or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security/pet deposit; however in this case as I have no way of knowing when or if the landlord received the forwarding address, I am not willing to order that the landlord pay double the security/pet deposit to the applicant.

Conclusion

This application is dismissed in full without 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: July 19, 2016

Residential Tenancy Branch