



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BALMORAL HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

On July 5, 2016, the Tenant submitted an Application for Dispute Resolution for the Landlord to return of all or part of or security deposit or pet damage deposit.

The Tenant appeared at the hearing; however, the Landlord did not.

The Tenant testified that he did not serve the Landlord with the Notice of Hearing. The Tenant stated that he misunderstood that he was required to serve the Notice of Hearing on the Landlord and he believed that the Residential Tenancy Branch would be serving the Landlord.

Analysis

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

The Tenant never served the Landlord with the Notice of Hearing. Accordingly the Tenant's application is dismissed with leave to reapply.

The Tenant was informed of the rights and responsibilities of Landlords and Tenants under section 38 (1) of the Act. The Act states that within 15 days after the later of the date the tenancy ends, **and the date the Landlord receives the Tenant's forwarding address in writing**, the Landlord must repay any security deposit or pet damage deposit to the Tenant with interest calculated in accordance with the regulations, or make an application for dispute resolution claiming against the security deposit or pet damage deposit. [my emphasis]

Conclusion

The Tenant failed to serve the Landlord with the Notice of Hearing. The Tenant's 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: December 29, 2016

Residential Tenancy Branch