



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This was a hearing with respect to the tenant's application for the return of his security deposit including double the amount and for additional compensation. The hearing was conducted by conference call. The tenant attended with an additional named party. The landlord did not call in and did not participate

Issue(s) to be Decided

Is the tenant entitled to a monetary award including an award for double the amount of the security deposit?

Background and Evidence

In his application the tenant said that he moved out of the rental unit at the landlord's request on April 25, 2016. The tenant has asked the landlord to return his security deposit, but the landlord has not communicated with him and he has not received the security deposit. The tenant has asked for double the amount of the deposit and refund of rent for four days.

Analysis

Section 38 of the *Residential Tenancy Act* provides that when a tenancy ends, the landlord may only keep a security deposit if the tenant has consented in writing, or the landlord has an order for payment which has not been paid. Otherwise, the landlord must return the deposit, with interest if payable, or make a claim in the form of an Application for Dispute Resolution. Those steps must be taken within fifteen days of the end of the tenancy, or the date the tenant provides a forwarding address in writing, whichever is later. Section 38(6) provides that a landlord who does not comply with this

provision may not make a claim against the deposit and must pay the tenants double the amount of the security deposit and pet deposit.

The tenant has not provided necessary evidence in support of his application. I do not have proof that the landlord was served with the application and Notice of Hearing. I do not have a copy of the tenancy agreement and I do not have proof that the tenant provided the landlord with his forwarding address in writing before he filed this application for dispute resolution. The tenant's application is therefore dismissed with leave to reapply. The tenant should deliver a letter to the landlord providing his forwarding address and retain a copy to be submitted as evidence when he files a new application for dispute resolution.

Conclusion

In the absence of an appearance by the landlord this application is dismissed with leave to reapply. Leave to reapply does not constitute an extension of any applicable time limit.

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: January 30, 2017

Residential Tenancy Branch