



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **FINAL DECISION – REVIEW HEARING**

Dispute Codes      MNSD

### Introduction

This matter first convened before me on October 28, 2016, pursuant to the tenants' application for recovery of the security deposit. The landlord did not appear in the teleconference hearing, and based on the evidence before me I granted the tenants double recovery of the security deposit.

The landlord applied for a review consideration and their application was granted. The review hearing convened before me on January 12, 2017. The landlord called in to the teleconference hearing but the tenants did not. The landlord stated that they were unable to serve the tenants with notice of the review hearing because they had never been given the tenants' forwarding address. I adjourned the review hearing to provide the landlord with the tenants' service address and allow the landlord to serve the tenants with the notice of review hearing and all other necessary documents.

### Review Hearing

The review hearing reconvened on February 15, 2017. On this date, the landlord called in to the teleconference hearing but the tenants did not.

The landlord submitted evidence to establish that they served the tenants with notice of review hearing by express post sent on January 19, 2017. The landlord provided me with a tracking number, and I looked up the information on the Canada Post website. It showed that the package was received and signed for on January 20, 2017. I was satisfied that the tenants were served with notice of the review hearing, and I proceeded with the review hearing in the absence of the tenants.

In the review hearing, the landlord stated that the tenants had paid a security deposit of \$375.00 at the beginning of the tenancy. The landlord stated that the tenants vacated the rental unit without notice on March 30, 2016, and they did not give the landlord a forwarding address.

Based on the landlord's evidence, I find that the tenants did not provide the landlord with a forwarding address in writing, and the landlord therefore was not required to return the deposit or make an application to keep the deposit. The tenants are not entitled to double recovery of the security deposit.

### Conclusion

Based on the review hearing, I find that the tenants are not entitled to their claim. Accordingly, I set aside my original decision in this matter and replace it with this decision. The monetary order issued pursuant to my original decision is also set aside, and is null and void.

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 12, 2017

---

Residential Tenancy Branch