



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY MANAGEMENT SERVICE INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was scheduled to deal with a landlord's application for monetary compensation for cleaning and carpet cleaning costs; and, authorization to make deductions from the tenant's security deposit. An agent appeared on behalf of the landlord but the tenant did not appear at the hearing. The landlord's agent testified that the hearing documents were sent to the tenant via registered mail. The landlord testified that the tenant did not provide a forwarding address in writing. The landlord stated that the tenant moved to another City but orally advised the landlord to use his parent's address to serve him.

The landlord had not provided a copy of the registered mail receipt prior to the hearing and was unable to provide the registered mail tracking number or date of mailing during the hearing. I ordered the landlord to provide me with the registered mail receipt, including tracking number, and provided the landlord with my fax number. The landlord's agent stated he would locate the receipt and submit it the day following the hearing. As of the day of writing this decision I have not received the registered mail receipt from the landlord.

Where a respondent does not appear at a hearing, the applicant bears the burden to prove the respondent was served with notification of the proceeding in a manner that complies with the Act. Where service is done by way of registered mail, the sender is expected to produce the registered mail receipt as proof of service, as provided in Residential Tenancy Branch Policy Guideline 12: *Service Provisions* (section 15 "Proof of Service").

Given the landlord's inability to provide sufficient particulars as to service upon the tenant during the hearing, such as the registered mail tracking number, and failure to produce the registered mail receipt as ordered, I find the landlord did not meet the

burden to show the tenant was served with notification of this proceeding. Therefore, I dismiss this application with leave to reapply.

For the information of both parties, under section 38 of the Act, a landlord is not obligated to refund or make a claim against the security deposit until after the tenant has provided a forwarding address in writing. Until such time the tenant provides a forwarding address in writing, the security deposit may remain held in trust by the landlord. Under section 39 of the Act a tenant has one year after the tenancy ends to provide a forwarding address to the landlord in writing and if the tenant does not the tenant extinguishes the right to return of the security deposit. Accordingly, if a tenant provides the landlord with a forwarding address in writing within one year of the tenancy ending, the landlord will have 15 days to either refund the deposit to the tenant or file an Application for Dispute Resolution to claim against it; and, if a tenant does not provide the landlord with a forwarding address in writing within one year of the tenancy ending the landlord is not obligated to refund or make a claim against the security deposit.

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: March 10, 2017

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Residential Tenancy Branch