



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the Act.

The tenant attended the hearing via conference call and provided undisputed affirmed testimony. The landlord did not attend or submit any documentary evidence. The tenant stated that the landlord was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on October 14, 2016.

At the outset of the hearing the tenant provided affirmed testimony that the amendments filed were served via email without authorization from the Residential Tenancy Branch and as such were withdrawn as the tenant had failed to properly serve the landlord with the 2 amended applications.

During the hearing the tenant withdrew all portions of the monetary claim save return of the September rent and return of the security deposit. As such, the remaining portions require no further action.

During the hearing it was noted with the tenant that she had a strong accent and that she did not have a great understanding of English to effectively communicate her submissions. The tenant was cautioned that it was her responsibility to effectively communicate her submissions for the application. The tenant was cautioned that

having an agent or interpreter present to assist her was strongly recommended. The hearing proceeded without the benefit of an agent or interpreter.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss and return of double the security deposit?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 1, 2016 for a one month period ending on October 1, 2016. The rent of \$600.00 and a security deposit of \$300.00 was paid.

The tenant seeks a monetary claim of \$1,200.00 which consists of:

\$100.00	Recovery of Filing Fee
\$600.00	Return of September Rent
\$600.00	Return of Double Security Deposit

The tenant stated that she had rented a room from the landlord with a provision that the tenant had allergies for "cats". The landlord was asked if she had any cats and was given the response, "No worry, not cats here." The tenant stated that on September 1, 2016 upon attending the rental room shown the tenant reminded the landlord that she was allergic to cats and that she could sense a reaction to cats occurring. The tenant discovered that the landlord was living with cats in the rental room area. The tenant stated that because she was allergic to cats she could not remain at that location. The tenant stated that the landlord had agreed that she could leave and would return her rent and deposit at a later time. The tenant stated that she had provided her forwarding address to the landlord via email. No evidence to support the claim that an email request was made for the return of the security deposit and providing the landlord with her forwarding address via email.

Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security deposit or file for dispute resolution for authorization to retain a security deposit within 15 days of the end of a tenancy or receipt of the tenant's forwarding address in writing.

I find that the tenant is pre-mature in her application for return of the security deposit as the tenant has not provided her forwarding address in writing to the landlord for return of the security deposit. As such, the tenant's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

Conclusion

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: April 11, 2017

Residential Tenancy Branch