



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This hearing was scheduled to deal with a tenant's application for return of the security deposit. The tenant appeared at the hearing but the landlord did not. The tenant provided a copy of a registered mail receipt, including tracking number, and a copy of the registered mail envelope that was sent to the landlord on November 24, 2016 as proof of service of the hearing documents. The registered mail was returned as unclaimed. The tenant testified that the address used to send the registered mail was the landlord's address of residence provided to the tenant during the tenancy when the landlord had moved residences. Pursuant to section 90 of the Act, a person is deemed to be in receipt of documents five days after mailing, even if they refuse to accept or pick up their mail. I found the landlord was deemed to be served with the tenant's hearing documents and I continued to hear from the tenant without the landlord present.

During the hearing, the tenant testified that he had provided his forwarding address to the landlord in writing by registered mail sent to her on October 12, 2016. The tenant testified that he was unaware of any claim the landlord may have made against his security deposit; however, I noted that the Residential Tenancy Branch records show that the landlord had filed a claim against the tenant's security deposit on August 16, 2016 and a hearing was held on February 14, 2017 with a different Arbitrator. That Arbitrator authorized the landlord to retain the tenant's security deposit in the decision issued on February 14, 2017. I have referred to the file number of that decision on cover page of this decision.

The tenant responded by stating he was unaware of any claim the landlord had filed against him as he was not served with notification of any claims or a hearing and he did not agree that the landlord suffered losses anywhere near or greater than the security deposit.

I informed the tenant that I could not change the decision already issued on February 14, 2017 as decisions are final and binding subject only to review provisions. I informed the tenant of his right to file an Application for Review Consideration.

Since the security deposit has already been the subject of a dispute resolution proceeding and disposed of by way of that decision, I found the tenant's application for its return to be moot in the circumstances. Accordingly, I declined to further consider the tenant's application.

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: May 24, 2017

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Residential Tenancy Branch