



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE REALTY CO. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened in response to an application by the tenant for an order for the return of double their security deposit. The hearing was conducted by conference call. The tenant and their legal advocate participated but the landlord did not call into the conference call hearing. The tenant testified they personally served the landlord with their application for dispute resolution, notice of hearing and evidence on April 10, 2017. The tenant did not acknowledge receiving any evidence from the landlord. I find the landlord of this matter as sufficiently served with the application for dispute resolution and notice of hearing and the hearing proceeded on the merits of the application.

Issue(s) to be Decided

Is the tenant entitled to the return of double their security deposit?

Background and Evidence

I do not have benefit of a written tenancy agreement. The undisputed facts before me are as follows. The tenant testified that on December 15, 2012 they rented a room within the rental unit in this matter from their friend. The tenant provided that for December 2012 \$250.00 was made available in the respondent landlord's name which the tenant claims as earmarked for a security deposit to the landlord. The tenant claims the earmarked amount of \$250.00 was subsequently collected or otherwise received by the landlord of this matter; however the tenant provided an income assistance printout from 2012 indicating the status of the earmarked payment as 'hold'. I do not have benefit of a receipt or other instrument reflecting the amount. The tenant testified their payable rent was initially \$500.00 but reduced to \$450.00. The tenant testified they personally did not pay rent to the named landlord but that their rent portion was paid directly to the landlord from their benefits provider for the duration of the tenancy. The tenancy ended February 01, 2017 with all occupants of the rental unit vacating pursuant to a notice to vacate the residential property, which the tenant stated was then demolished. The tenant testified that prior to vacating the rental unit they sent the respondent landlord registered mail which contained their forwarding address. In

support of this mail the tenant provided Canada Post tracking information stating it was received on January 20, 2017. The tenant stated they have not received any communication from the landlord since providing their forwarding address, nor since filing their application for dispute resolution.

Analysis

Section 38(1) of the Act provides that the landlord must return the security deposit or apply for dispute resolution within 15 days after the later of the end of the tenancy and the date the forwarding address is received in writing. In this matter I accept the tenant's evidence they occupied a room in the rental unit additionally occupied by their friend; and, that their benefits provider satisfied the required rent for the room. I further accept they communicated to the landlord of this matter by registered mail prior to vacating the unit of their forwarding address. But moreover, I find the tenant has not provided sufficient evidence to aptly establish the claim they paid an amount to the landlord as a security deposit. As a result, I dismiss the tenant's application.

Conclusion

The tenant's claim is **dismissed**.

This Decision is final and binding.

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: September 06, 2017

Residential Tenancy Branch