



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: MNDCT, MNSD, OT, RPP

Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$300 for the security deposit.
- b. A monetary order in the sum of \$10,000 for the failure to return the Tenant's belongings
- c. An order for the return of personal property.
- d. Other claims not referenced elsewhere in the Application.

The Landlord failed to appear at the scheduled start of the hearing which was 1:30 p.m. on January 15, 2019. The Tenant applicant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. The tenant failed to provide documentary evidence in the support of his claims. All of the evidence was carefully considered.

The tenant testified he served with the Application for Dispute Resolution in person on December 14, 2018.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order for the reduced value of the tenancy and if so how much?
- b. Whether the tenant is entitled to an order for the return of personal property?
- c. Whether the tenant is entitled to another order not previously referenced in the application.

Background and Evidence:

The tenant testified that the tenancy began on October 1, 2018. The rent was \$600 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$300 at the start of the tenancy.

The tenancy ended on November 26, 2018 after the landlord would not allow the tenant access to the rental unit and told the tenant he would be disposing of his belongings. The tenant testified he was homeless for a month even though welfare paid the landlord the rent for December 2018.

Analysis:

Tenant's Application for the Return of the Security Deposit:

The tenant claims the sum of \$300 for the return of his security deposit. The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or **the date the landlord receives the tenants forwarding address in writing** (my emphasis) unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

The tenant failed to provide the landlord with his forwarding address in writing prior to filing the Application for Dispute Resolution. I determined the fact that the Tenant's address is included in the Application for Dispute Resolution is not sufficient to satisfy the requirements of this section. As a result I dismissed the application for the return of the security deposit with liberty to re-apply. The tenant must first provide the landlord with his forwarding address in writing, wait 15 days after the landlord has received that document before filing a claim for the return of double the security deposit.

Tenant's Application for \$10,000 for loss of his belonging, the Return of Personal Property and an order not previously referenced in the application:

The tenant failed to provide sufficient particulars as to what belongings were lost. He has also failed to provide any evidence as to the cost to replace those items.

Rule 2.5 includes the following:

2.5 Documents that must be submitted with an Application for Dispute Resolution

To the extent possible, the applicant should submit the following documents at the same time as the application is submitted:

- a detailed calculation of any monetary claim being made;

Policy Guideline #16 includes the following:

16. Compensation for Damage or Loss

C. COMPENSATION

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can **prove the amount of or value of the damage or loss**; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

The Application for Dispute Resolution filed by the Tenant claims \$10,000 for loss of belongings. However, it failed to sufficiently identify which belongings have been lost. Further, the tenant failed to provide evidence to prove the amount of or the value of the loss. As a result I dismissed the claim for the return of personal belongings and the monetary claim in the sum of \$10,000 with liberty to re-apply.

Conclusion:

In summary I order that the application of the Tenant for a monetary order and for an order for the return of personal property be dismissed with liberty to re-apply.

This decision is final and binding on the parties.

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 15, 2019

Residential Tenancy Branch