



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

On March 5, 2019, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking a return of his security deposit and pet damage deposit pursuant to Section 38 of the *Act*.

The Tenant attended the hearing; however, the Landlord did not attend the hearing. All in attendance provided a solemn affirmation.

The Tenant advised that he served the Notice of Hearing package to the Landlord by registered mail on March 8, 2019 (the registered mail tracking number is on the first page of this Application). However, the Canada Post tracking history stated that this was a “Duplicate PIN” and he provided no explanation for this. He advised that he sent this package to the dispute address where the Landlord resides, but he did not provide any proof that the Landlord lives at this address as he only submitted the last three pages of a tenancy agreement which did not elaborate on any pertinent information to assist in this issue. He also stated that he did not provide a forwarding address in writing to the Landlord.

Based on this testimony, I am not satisfied that the Tenant has provided any compelling evidence that the address he used for service is that of his Landlord or that she was duly served the Notice of Hearing package in accordance with Sections 89 and 90 of the *Act*. As such, I dismiss the Tenant’s Application for a return of the security deposit and pet damage deposit and for monetary compensation with leave to reapply.

As a note, Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant's forwarding address in writing, to either return the deposits in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposits. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposits, and the Landlord must pay double the deposits to the Tenant, pursuant to Section 38(6) of the *Act*. If the Tenant wants the security deposit and pet damage deposit returned, he must provide a forwarding address in writing to the Landlord first.

If the Landlord does not deal with the security deposit and pet damage deposit pursuant to Section 38 of the *Act* within 15 days of being deemed to have received the forwarding address in writing, the Tenant can then re-apply for double the deposits, pursuant to the *Act*.

As the Tenant was unsuccessful in his Application, I find that he is not entitled to recover the filing fee.

Conclusion

Based on my findings above, I dismiss the Tenant's Application for a return of the security deposit and pet damage deposit and for monetary compensation 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: May 24, 2019

Residential Tenancy Branch