



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDCT

Introduction

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

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- a monetary order for compensation for money owed under the *Act*, regulation or tenancy agreement pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution ('application') and evidence. In accordance with sections 88 and 89 of the *Act*, I find that the landlord was duly served with the tenant's application and evidence. The tenant testified that she did not receive any written evidence from the landlord. The landlord testified that he tried to serve the tenant with his package, but was not provided a forwarding address by the tenant. As the tenant was not served with the landlord's evidentiary materials, they were excluded for the purposes of this hearing. The landlord confirmed that he was okay with proceeding by way of oral evidence for this hearing.

Issue(s) to be Decided

Is the tenant entitled to return of her security deposit?

Is the tenant entitled to the monetary order requested?

Background and Evidence

This fixed-term tenancy began on November 1, 2019, and was to end on April 30, 2020. Monthly rent was set at \$800.00, payable on the first of the month. The tenancy ended on February 1, 2020 by way of a signed Mutual Agreement to End the Tenancy.

The tenant testified that she had provided the landlord with her forwarding address but was unable to provide proof of this for the hearing. The tenant provided her forwarding address in the hearing. The landlord submitted that he had already returned the tenant's security deposit to her.

The tenant is also seeking a monetary order of \$200.00. The tenant testified that she believes that the landlord has taken this money from her rental unit. The tenant testified that she did not witness the landlord taking her money, nor did she have any witnesses, but she believes that the landlord must have taken the missing money as he had keys to access her rental unit, and she does not think her roommates would have taken her money.

The tenant testified that the landlord was also very aggressive with her in the past, and harassed her about a potential \$200.00 fine. The landlord disputes that he had taken the money, and states that he had warned the tenant of a possible fine from strata for contravening bylaws.

Analysis

The tenant is seeking a monetary order of \$200.00, which she believes was stolen from her by rental unit by the landlord. Although the tenant may suspect that the landlord had stolen her money, I find that the tenant failed to provide sufficient evidence to support that he had actually taken her money. In the absence of any witness testimony to support the theft, I find that the tenant has failed to prove that the landlord had taken her \$200.00. For this reason, I dismiss this portion of her application without leave to reapply.

Section 38 (1) of the *Act* states that within 15 days of the latter of receiving the tenant's forwarding address in writing, and the date the tenant moves out, the landlord must either return the tenant's security deposit, or make an application for dispute resolution against that deposit.

The tenant confirmed in the hearing that she provided her forwarding address to the landlord but was unable to provide proof of this for the hearing. As both parties were present in the hearing, the tenant's forwarding address was confirmed during the hearing. I informed the tenant that the landlord had 15 days from the date of the hearing, until May 30, 2020, to either return the security deposit to the tenant in full, obtain written consent to deduct a portion or keep the deposit, or make an Application to

retain a portion or all of it. If the tenant feels the landlord has failed to comply with the *Act*, the tenant may file a new application.

Conclusion

The tenant's application for a monetary order in the amount of \$200.00 is dismissed without leave to reapply.

The tenant's forwarding address was confirmed during the hearing, and both parties were informed that the landlord had 15 days from the date of the hearing, until May 30, 2020 to either return the security deposit to the tenant in full, obtain written consent to deduct a portion or keep the deposit, or make an Application to retain a portion or all of it. The tenant's application for the return of her security deposit 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: May 15, 2020

Residential Tenancy Branch