



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on January 23, 2020 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord return all or part of the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing on his own behalf and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant testified the Notice of Dispute Resolution Proceeding package was served on the Landlord by registered mail on February 3, 2020. Although no documentation was submitted in support, the Tenant referred to a tracking number which confirmed the Tenant's testimony. Pursuant to sections 89 and 90 of the *Act*, documents served by registered mail are deemed to be received five days later. I find these documents are deemed to have been received by the Landlord on February 8, 2020.

The Tenant was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Tenant entitled to a monetary order for money owed or compensation for damage or loss?
2. Is the Tenant entitled to recover the security deposit and/or pet damage deposit?
3. Is the Tenant entitled to recover the filing fee?

Background and Evidence

The Tenant testified that a document submitted into evidence reflects the terms of the tenancy agreement between the parties. It indicates that a tenancy began on May 11, 2019 and was expected to continue to at least September 1, 2019. The Tenant was unsure of the date he vacated the rental unit but testified that he occupied it for about three months. The Tenant testified that rent in the amount \$1,000.00 per month was due on the first day of each month. The Tenant testified he paid a security deposit in the amount of \$1,000.00, which the Landlord holds.

The Tenant claimed \$2,000.00 for the return of double the amount of the security deposit. The Tenant testified that he provided the Landlord with a forwarding address in writing. However, the Tenant could not recall the date the forwarding address in writing was given to the Landlord and did not submit a copy of the correspondence into evidence.

Finally, the Tenant claimed \$100.00 in recovery of the filing fee paid to make the Application.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 38(1) of the *Act* requires a landlord to repay deposits or make an application to keep them by filing an application for dispute resolution within 15 days after receiving a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to do one of these two things, section 38(6) of the *Act* confirms the tenant is entitled to the return of double the amount of the deposits. The language in the *Act* is mandatory.

In this case, I find there is insufficient evidence before me to grant the relief sought. The Tenant could not confirm the date the tenancy ended or the date that a forwarding address was provided to the Landlord in writing. Further, the Tenant did not submit a copy of any correspondence that included the Tenant's forwarding address in writing. Accordingly, I find the Application is dismissed with leave to reapply. This is not an extension of any applicable limitation period.

As the Tenant has not been successful, I decline to grant recovery of the filing fee paid to make the Application.

Conclusion

The Application 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: June 16, 2020

Residential Tenancy Branch