



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDCT, RPP

### Introduction

On October 28, 2020, the Tenant applied for a Dispute Resolution proceeding seeking a return of double the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”), seeking monetary compensation pursuant to Section 67 of the *Act*, and seeking a return of personal property pursuant to Section 65 of the *Act*.

The Tenant attended the hearing; however, the Landlord did not make an appearance at any point during the 25-minute teleconference hearing. All parties in attendance provided a solemn affirmation.

The Tenant advised that he served the Notice of Hearing package to the Landlord by registered mail on November 3, 2020 (the registered mail tracking number was noted on the first page of this Decision). The tracking history indicated that this package was delivered on November 4, 2020. Based on this undisputed evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord has been served the Notice of Hearing package.

The Tenant confirmed that he did not submit any evidence for consideration on this file.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Tenant entitled to a return of double the security deposit?

- Is the Tenant entitled to a Monetary Order for compensation?
- Is the Tenant entitled to a return of his person property?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Tenant advised that the tenancy started sometime in the spring of 2020; however, he had little recollection of when this was. He stated that the tenancy ended on July 31, 2020 when the Landlord physically and illegally evicted him from the rental unit. Rent was established in the amount of \$2,500.00 per month and it was due on the first day of each month. He testified that he paid a security deposit in the amount of \$1,247.00. He advised that he had pictures of the written tenancy agreement; however, he did not submit these as documentary evidence.

He also advised that he never provided a forwarding address in writing to the Landlord. However, he did make a previous Application for Dispute Resolution against the Landlord (the relevant file number is noted on the first page of this Decision).

### Analysis

Upon consideration of the evidence before me, I will outline the following relevant Sections of the *Act* that are applicable to this situation. I will provide the following findings and reasons when rendering this Decision.

With respect to the security deposit, the Tenant has provided insufficient evidence that a security deposit was paid to the Landlord in the amount of \$1,247.00. Regardless, pursuant to Section 38 of the *Act*, if the Tenant wants the security deposit returned, he must provide a forwarding address in writing to the Landlord first. The undisputed evidence is that the Tenant had not provided the Landlord with his forwarding address in writing. While the Tenant did make a prior Application against the Landlord, I note that the address he used in that previous Application was the dispute address. As such, I am not satisfied that the address listed in the prior Application would constitute a forwarding address in writing.

However, I note that the Tenant used a new service address on this current Application and sent this package to the Landlord on November 3, 2020. As this would be the first time that the Landlord would have received the Tenant's new address, I find that this would constitute the Tenant's provision of a forwarding address in writing.

Therefore, the Landlord is put on notice that she now has the Tenant's forwarding address and she must deal with the security deposit pursuant to Section 38 of the *Act*. The Landlord is deemed to have received this Decision 5 days after the date it was written, and she will have 15 days from that date to deal with the deposit in accordance with the *Act*.

If the Tenant did pay the Landlord a security deposit in the amount of \$1,247.00, and if the Landlord does not deal with the security deposit within 15 days of being deemed to have received the Decision, the Tenant can then re-apply for double the deposit, pursuant to Section 38 of the *Act*. The Tenant should submit evidence to support that a tenancy existed and that this deposit was paid.

With respect to the Tenant's other claims of monetary loss, the Tenant provided no documentary evidence to substantiate his claims of what happened or what his losses actually were. I find it important to note that the Arbitrator also noted in the previous Decision that "The tenant also submitted no documentary evidence in support of the substance of his claim."

When it was explained to the Tenant that the burden of proof is on him to submit whatever evidence he had in order to prove that the Landlord illegally evicted him and disposed of his property, he became combative and belligerent. He was advised to take a breath and compose himself. It was explained to him that evidence must be provided to support his claims for damages. As well, he was provided with the contact number of an advocate who would be able to help him obtain, organize, and submit evidence for a future Application. However, the Tenant shouted a profanity and then promptly exited the teleconference at 1:55 PM. The Tenant's claims for compensation are dismissed with leave to reapply.

With respect to the Tenant's claims for a return of personal property, it was apparent that the Tenant had little recall of the details of what transpired during the tenancy. In addition, much of his testimony was hostile in regard to what he believed the Landlord illegally did. He provided little testimony of specifically what was lost or whether the Landlord returned any items. As well, he did not provide any documentary evidence of what was lost or the value of any of the items claimed.

The Landlord is cautioned that if she illegally and physically evicted the Tenant contrary to the *Act*, she could be liable for a compensatory claim that the Tenant may file against her. In addition, if the Landlord has held onto the Tenant's property illegally, the Landlord is Ordered to return this property immediately. Should the Landlord not comply with this Order, the Landlord may be liable for a compensatory claim that the Tenant may file against her.

### Conclusion

The Tenant's Application for a return of the security deposit is premature. The Landlord is put on notice that she is deemed to have received the Tenant's forwarding address 5 days after the date of this Decision. She will have 15 days from that date to deal with the deposit in accordance with the *Act*. Should the Landlord not comply with this Decision, then the Tenant may file again for double the deposit.

The Tenant's Application for monetary compensation is dismissed with leave to reapply.

If the Landlord is holding any of the Tenant's property illegally, the Landlord is **Ordered** to return this to the Tenant immediately.

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: February 2, 2021

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Residential Tenancy Branch