



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package via Canada Post Registered Mail. The tenant stated that the submitted 8 document evidence files were served to the landlord in the same Canada Post Registered Mail package. The landlord disputed this claim stating that no evidence was served. The tenant stated that she has no form of proof of service for the evidence. The landlord stated that the submitted 4 documentary evidence files were served to the tenant via email on March 22, 2021 late. The landlord's agent stated that she was ill and the landlord was not technologically proficient to either upload the evidence or arrange service to the tenant. The tenant disputed the landlord's claim stating that no evidence has been served. Neither party raised any other service issues. I accept the affirmed testimony of both parties and find that both parties have been sufficiently served with the notice of hearing package via Canada Post Registered Mail. I also find regarding the service of evidence for both parties that as both are disputed and neither party was able to provide any supporting evidence of service that the documentary evidence of both parties are excluded from consideration in this hearing.

During the hearing the tenant clarified that part of her monetary claim for \$2,000.00 was made based on a random amount without any basis and no details were provided. The tenant confirmed that she did not complete a Residential Tenancy Branch Monetary Order Worksheet, RTB-37. The tenant was asked if she had provided any of the monetary details in her application for dispute. The tenant referred to the “description” provided but confirmed that no further details of the amounts as she has stated that she does not possession any invoices or receipts to base a claim. A review of the description fails to provide sufficient details to explain the monetary claim. I find that without these details the application is prejudicial to the respondent. On this basis, the tenant’s monetary claim (MNDCT) is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

The hearing shall proceed on the tenant’s request for return of the security deposit and recovery of the filing fee for \$850.00.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation, for return of the security deposit and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant’s claim and my findings are set out below.

The tenant seeks an amended monetary claim of \$850.00 which consists of:

\$750.00	Security Deposit
\$100.00	Filing Fee

Both parties confirmed in their undisputed affirmed testimony that the tenant ended on November 30, 2020 and the landlord currently still holds the \$750.00 security deposit paid by the tenant. Both parties confirmed in undisputed affirmed direct testimony that the tenant did not provide her forwarding address in writing for return of the security deposit.

Analysis

Section 38 of the Act requires the landlord to either return all of a tenant's security deposit or file for dispute resolution for authorization to retain a security deposit within 15 days of the end of a tenancy or a tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award pursuant to subsection 38(6) of the Act equivalent to the value of the security deposit.

I find on the basis of the undisputed affirmed evidence of both parties that the tenant has failed to establish a claim for return of the security deposit. Both parties provided undisputed affirmed evidence that the tenant did not provide her forwarding address in writing for return of the \$750.00 security deposit despite ending the tenancy on November 30, 2020. On this basis, I find that the tenant has been pre-mature in her application for dispute.

Conclusion

The tenant's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: April 1, 2021

Residential Tenancy Branch