



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NORMAN ESTATES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC

Introduction

This is an application by the Tenant for a monetary order for return of double the security deposit and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and 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.

Issue(s) to be Decided

Has there been a breach of section 38 of the Residential Tenancy Act by the Landlord?

Background and Evidence

The Tenant testified she paid the Landlord a security deposit of \$337.50 on December 23, 2012.

The Tenant testified she vacated the premises on September 30, 2013.

The Tenant testified she served the Landlord with her forwarding address by sending the letter through regular mail from the United States, on or about December 5, 2013.

The Agent for the Landlord denied receiving this mail and testified he had no forwarding address for the Tenant.

The Tenant testified that she looked up the address for the corporate Landlord online and sent it to that address.

The Agent testified that the address for service upon the Landlord was set out in the Tenancy Agreement between the parties and the address the Tenant sent the mail to

has no relationship with the Landlord. He explained the corporate office for the Landlord is at a lawyer's office.

The Tenant testified that she did not receive a copy of the Tenancy Agreement so she used the address she found online.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find that the Application of the Tenant must be dismissed with leave to reapply.

I find the Tenant had insufficient evidence to prove she had sent the Landlord her forwarding address to the service address of the Landlord.

At the end of the hearing, the parties exchanged their addresses for service. I find that the Landlord now has the address for service of the Tenant as of August 25, 2014.

I explained to the Agent for the Landlord that the Landlord has 15 days from the date of the hearing to file a claim against the security deposit, or, to return the deposit to the Tenant. Therefore, Landlord has until September 9, 2014, to either file a claim against the deposit or return the deposit to the Tenant.

If the Landlord fails to do this, the Tenant may reapply for double the security deposit, but must use the correct address for service of the Landlord, as given to her during the hearing by the Agent for the Landlord. I also explained to the parties, that it is also open to them to try to resolve this dispute themselves, through negotiation.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: August 25, 2014

Residential Tenancy Branch

