

DECISION

Dispute Codes:

MNSD, FF

Introduction

This is the Tenant's application for return of the security deposit paid to the Landlord and to recover the cost of the filing fee from the Landlord.

I reviewed the evidence provided prior to the Hearing. The Tenant gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

- Does the *Residential Tenancy Act* apply, and if so, is the Tenant entitled to a monetary order for double the security deposit, and recovery of the filing fee?

Background and Evidence

The Tenant gave the following testimony:

- The Tenant shared a rental unit, including a bathroom and kitchen with the Landlord. The Landlord was not the owner of the rental unit, but rented it from another landlord.
- There was no written tenancy agreement.
- The Tenant paid the Landlord a security deposit in the amount of \$500.00 on November 14, 2008.
- When the Tenant vacated the rental unit on May 1, 2009, she left her forwarding address on a table in the suite.
- On June 1, 2009, the Tenant mailed the Landlord the Notice of Hearing documents, by registered mail to a post office box. The Landlord did not pick up the registered mail documents. The Tenant provided a copy of the registered mail receipt and tracking number.
- The Landlord has moved and the Tenant is not aware of his current residential address.

Analysis

The Act does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. I accept the Tenant's testimony that the Landlord did not own the rental unit, and therefore the Act does apply to this tenancy.

Section 88 of the Act provides general methods of service of documents. One method of service is to attach a copy to a door or other conspicuous place at the address at which the person resides. The Tenant left her forwarding address on a table in the rental unit. I am not satisfied that this was sufficient service under Section 88(g) of the Act.

Section 89 of the Act provides methods of service for the Application for Dispute Resolution. One method of service is to send a copy by registered mail to the address at which the person resides or, in the case of a landlord, to the address at which the person carries on business as a landlord. In this case, the Tenant sent a copy of the Application for Dispute Resolution to a post office box number. I am not satisfied that this was sufficient service under Section 89(c) of the Act.

The Tenant has not proven service of her written forwarding address to the Landlord, or service of the Notice of Hearing documents upon the Landlord. Therefore, I dismiss the Tenant's application for return of the security deposit.

The Tenant's application is dismissed. The Tenant is at liberty to file a new application, but will have to re-serve the Landlord with written notice of her forwarding address in accordance with the service provisions of Section 88 of the Act.

The Tenant has not been successful in her application and is not entitled to recover the filing fee from the Landlord.

Conclusion

The Tenant's application is dismissed.

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: September 10, 2009.

Dispute Resolution Officer