



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MNSD, FF

### Introduction

to end tenancy, which he provided as evidence to the Branch, and that in the space provided for a forwarding address that co-tenant inserted "TBD". I confirmed with the tenant that the name appearing on the document was the name of one of her co-tenants.

The parties provided consistent submissions that possession of the rental unit was returned to the landlord in early October 2014 and that after the tenancy ended the parties had communication with each other with respect to the security deposit, insufficient notice to end tenancy, and loss of rent but that the tenant had not provided This hearing dealt with a tenant's application for return of the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

The tenant testified that she served the landlord with notification of this hearing by registered mail. The landlord testified that the registered mail sent to him contained the Notice of Hearing only and that the tenant did not include a copy of her Application for Dispute Resolution. The landlord had submitted evidence regarding the subject tenancy to the Branch but not to the tenant because, as he explained, he has never received a forwarding address from the tenant and does not know where to send documents to her. The tenant's response was that she thought she served the landlord with all of the required documents.

I continued to hear testimony from the parties in an effort to determine whether the landlord had been provided the tenant's forwarding address and/or Application for Dispute Resolution.

The landlord pointed out that only one of the three co-tenants gave him a written notice the landlord with a forwarding address in writing prior to the tenant filing the Application.

The tenant stated that she did not provide a forwarding address as the landlord indicated to her that she would not be refunded the security deposit. As explained to the tenant during the hearing, a tenant's right to return of the security deposit is triggered by two events: the end of the tenancy AND the tenant providing the landlord with a forwarding address in writing.

The landlord testified that without a forwarding address he never pursued any of the co-tenants to recover his losses associated with this tenancy.

Upon hearing from both parties, I found the landlord's testimony very credible and I found it more likely than not that the tenant had not provided the landlord with a forwarding address in writing and did not serve the landlord with her Application for Dispute Resolution as it contained her forwarding address.

Pursuant to section 59 of the Act, an applicant MUST serve the other party with a copy of their Application for Dispute resolution. The purpose of this is in keeping with the principles of natural justice as it gives the respondent notification of the claims against them and affords them the opportunity to prepare a response or defence. A Notice of Hearing is to accompany the Application for Dispute Resolution that is served upon the respondent, but the Notice of Hearing does not take the place of the Application for Dispute Resolution. Where a party fails to properly serve the respondent with a copy of their Application for Dispute Resolution the Application may be dismissed with or without leave to reapply.

In this case, I find it appropriate to dismiss the tenant's Application without leave since the tenant's time limit for providing a forwarding address to the landlord – one year from the time the tenancy ended – has now lapsed and I find the tenant has extinguished her right to its return.

### Conclusion

The tenant's Application for return of the security deposit has been dismissed without 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: April 24, 2015

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Residential Tenancy Branch

