



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing was scheduled to deal with cross applications. The landlord had applied for monetary compensation for damage to the rental unit or property; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The tenant applied for return of the security deposit. Both parties appeared and were provided the opportunity to make relevant submissions and to respond to the submissions of the other party.

### Preliminary and Procedural Matters

The landlord testified that he had served the tenant with the landlord's hearing package by registered mail sent on May 12, 2015. The tenant stated that she received some documents from the landlord in the mail on May 15, 2015 but not a hearing package. I noted that the hearing package was generated by the Residential Tenancy Branch on May 14, 2015. In speaking with the landlord it was apparent that he had not understood the application filing and service requirements.

The Act and Rules of Procedure provide that an applicant must serve the respondent with a hearing package that includes the Application for Dispute Resolution Notice of Hearing and other documents within three days of the hearing package being made available by the Residential Tenancy Branch. Since the landlord's hearing package was generated on May 14, 2015 I concluded that the documents he served the tenant on May 12, 2015 was not the hearing package. Accordingly, I dismissed the landlord's application with leave to reapply.

With respect to the tenant's application, the landlord acknowledged receipt of the tenant's hearing package; however, I determined that it had been filed prematurely. The tenant had sent a text message to the landlord after the tenancy ended but had not given the landlord her forwarding address, in writing, prior to filing her application. Under the Act, a tenant must give the landlord their forwarding address in writing in order to trigger the landlord to take action with the security deposit. The Act does not recognize a text message as meeting the requirements to give the landlord a written

forwarding address in one of the permissible methods of service. Therefore, I found the tenant's application to be filed prematurely and I dismissed it with leave to reapply.

During the hearing, the tenant confirmed that the service address she provided on her application is her forwarding address. As such, the landlord was put on notice that he is considered to have received the tenant's forwarding address, in writing, as of the date of the hearing and is required to administer the security deposit in accordance with the requirements of the Act which includes either refunding the deposit or filing an application against it within 15 days.

### Conclusion

Both applications were dismissed with leave to reapply. The landlord was put on notice that he is considered to be in receipt of the tenant's forwarding address, in writing, as of the date of the hearing and is required to administer the security deposit in accordance with the Act.

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: November 04, 2015

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Residential Tenancy Branch

