



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 a landlord's application for a Monetary Order for damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain 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.

At the commencement of the hearing the landlords confirmed that they sent one registered mail package to each tenant with respect to this dispute. I reviewed with the tenant the documents that were in the registered mail envelope he received from the landlords. The tenant described all of the documents included in a "hearing package" that is generated by the Residential Tenancy Branch, and the tenant confirmed that there was no other documentation or evidence included in the registered mail. I also noted that there was no evidence in the file before me or scanned to the Branch's case management system.

The landlord stated that he had made four copies of the landlord's evidence, including receipts and a compact disc, and had provided one copy to the Branch and one to each tenant and enclosed them in the registered mail envelopes.

Considering the tenant testified he had not received any evidence from the landlords and there was no evidence before me I was unsatisfied the landlords had served their evidence. The landlords indicated that they intended to refile if permitted to do so. I informed the parties that I would consider dismissing the claim with leave to reapply.

The tenant appeared to disagree with allowing the landlords to reapply and confirmed that the landlords are still holding the security deposit. Accordingly, I explored with the parties as to whether the tenants had provided the landlords with a forwarding address in writing.

Both parties provided consistent testimony that the tenants had not provided the landlords with a forwarding address in writing. Rather, the landlords determined the tenants' current address of residence by way of their own investigation. As such, I was satisfied that the time limit for claiming against a security deposit has not yet passed and considering the landlords are seeking unpaid rent and utilities the issue of extinguishment is not applicable.

During the hearing, the tenant confirmed that the landlords did correctly reflect their address of residence on the Landlord's Application for Dispute Resolution.

In light of the above, I dismissed the landlords' claims against the tenants with leave to reapply. I informed the parties that the landlords are now considered to be in receipt of the tenants' forwarding address as of today's date and that the landlords are required to either reapply to claim against the security deposit or refund the security deposit within 15 days of today's date.

Conclusion

The landlord's application is dismissed with leave to reapply. The landlords are now considered to be in receipt of the tenants' forwarding address and are required to either reapply against the security deposit or refund the security deposit within 15 days of today's date.

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: October 06, 2016

Residential Tenancy Branch

