



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF, O

### Introduction

This hearing was scheduled to deal with a tenant's application for a Monetary Order for return of the security deposit and/or pet damage deposit; and, recovery of emergency repair costs. 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.

### Preliminary and Procedural Matters

The tenants filed their application on June 20, 2016 but did not pick up the hearing package and serve the landlord until August 20, 2016. Section 59 of the Act provides that an applicant is required to serve the respondent within three days of filing. The tenants described a series of events that resulted in late service. Nevertheless, I determined that it would be inappropriate to proceed to consider their request for a Monetary Order since the tenants failed to provide full particulars of their dispute as is also required under section 59 of the Act. The tenants did not indicate any amount they were seeking on the Application or the one-page document that accompanied the Application. The landlord confirmed that the documents served upon him did not include any amounts either.

The landlord had served a USB stick to the tenants and the Residential Tenancy Branch in response to the tenant's Application; however, the landlord did not confirm with the tenants that they could see/hear its content at least seven days before the hearing, as required under the Rules of Procedure. The tenants stated that they were unable to view the video file. I also noted that the USB stick contained electronic versions of documents which are not permitted to be submitted in a digital format under the Rules of Procedure. Accordingly, I informed the parties that the landlord's digital evidence was not admissible.

The tenants stated that they wanted return of their security deposit. The landlord confirmed that he is still holding the security deposit and the tenants did not authorize him to retain it in writing and he has not yet filed an Application for Dispute Resolution to seek authorization to retain it. The tenants claimed that they did provide the landlord with their forwarding address, in writing, at the move-out inspection but the landlord denied receiving a forwarding address from them. I noted that the tenants had made no representation on their Application or by way of their written submission to indicate that they had provided the landlord with a forwarding address prior to filing this Application. The tenants stated they had a witness who could testify that they had given the landlord their forwarding address but that the witness was unavailable to testify. I did not accept the disputed verbal testimony that the tenants had given the landlord their forwarding address in writing prior to filing this application. I confirmed with the tenants that the service address they provided on their Application is an address at which they can receive mail currently. Accordingly, since the landlord received a forwarding address by way of the tenant's Application, I put the landlord on notice that as of today's date he is considered to be in receipt of the tenant's forward address, in writing, as it appears on their Application and the landlord is expected to take action with respect to disposition of the security deposit within 15 days of today's date.

Since the tenants failed to serve a sufficiently complete Application upon the landlord in accordance with section 59 of the Act I dismissed the tenant's Application with leave to reapply.

I encouraged both parties to contact an Information Officer with the Residential Tenancy Branch if they have any questions concerning their rights or obligations under the Act and procedures for filing or participating in a dispute resolution proceeding. I provided the parties with the Residential Tenancy Branch toll-free telephone line and referred them to the Residential Tenancy Branch website as a source of additional information.

### Conclusion

The landlord has been put on notice that as of today's date he is considered to be in receipt of the tenant's forwarding address, in writing, as it appears on their Application. The landlord is expected to take action with respect to disposition of the security deposit in a manner that complies with the Act within 15 days of this date.

The tenant's application has been dismissed with leave.

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: December 14, 2016

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Residential Tenancy Branch