



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (the "Application") seeking remedy under the *Residential Tenancy Act* (the "*Act*"). The tenants applied for the return of their security deposit and pet damage deposit, and to recover the cost of the filing fee.

Tenant K.M. (the "tenant") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant presented her evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") were considered. The tenant testified that the Notice of Hearing, Application and evidence were served on the landlord by personal service by tenant R.L. on July 19, 2016 at 8:00 p.m. and was witnessed by R.K. Based on the undisputed testimony of the tenant and without any evidence to prove to the contrary, I accept that the landlord was sufficiently served under the *Act*.

Preliminary and Procedural Matter

At the outset of the hearing, the tenant affirmed that landlord M.S. was not named on the tenancy agreement and as a result and pursuant to section 64(3) of the *Act* the name of respondent landlord M.S. was removed from the tenants' Application.

Issue to be Decided

- Are the tenants entitled to the return of their security deposit and pet damage deposit under the *Act*?

Background and Evidence

During the hearing, a copy of the tenancy agreement was submitted in evidence. The tenant confirmed that the security deposit paid was \$425.00 which was one-half of the monthly rent of \$850.00. The tenant also confirmed under oath that the tenants did not pay a pet damage deposit under the *Act*.

The tenant testified that that she texted her forwarding address to the landlord and phoned the landlord with her forwarding address.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Tenants' claim for the return of the security deposit and pet damage deposit –

Firstly, consistent with the tenant's testimony which confirms a pet damage deposit was not paid to the landlord, I find that there is no need to consider the pet damage deposit further in this Application.

Secondly, I find that the tenants' application is premature, due to the fact that the tenant's method of service of the forwarding address is not an approved method under the *Act*. As a result, **I dismiss** the tenants' application **with leave to reapply**. The tenants must serve their full forwarding address in writing to the landlord in accordance with section 38 of the *Act* before reapplying for the return of their security deposit.

As the tenant's application is premature, I do not grant the tenants the recovery of the filing fee.

Conclusion

The tenants' application is premature and is dismissed, with leave to reapply.

I note that this decision does not extend any applicable timelines under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 13, 2017

Residential Tenancy Branch