



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenants stated that the landlord was served with the notice of hearing package via Canada Post Registered Mail on September 2, 2016. The landlord disputed this claim stating that he has not been served. The tenants stated that the notice of hearing package and the submitted documentary evidence was served via Canada Post Registered Mail on September 2, 2016 to the address provided by the landlord. Both parties consented to the online search of the Canada Post Website, which shows that the package was accepted by Canada Post on September 2, 2016 and was delivered on September 6, 2016 and signed for by K.G. The landlord confirmed the address but reiterated that no package was received and that he does not know a K.G. The landlord provided affirmed testimony that while he was at the Residential Tenancy Branch Office, he was provided with the details of the tenants' application and the conference call hearing details. As such, I find that both parties have been sufficiently served as per section 90 of the Act.

Discussions during the hearing by both parties revealed that the tenants application was premature as they are unable to provide sufficient evidence to show that the landlord was provided with the tenants' forwarding address in writing for return of the original \$1,000.00 security deposit. As such, this application is deemed pre-mature and the

tenants' application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable time limit.

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: February 28, 2017

Residential Tenancy Branch

