



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding C.Q. ENTERPRISES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD FF

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on November 14, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, site or property;
- a monetary order for unpaid rent or utilities;
- an order that the Landlord be permitted to retain all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by C.Y. and D.Y., agents, both of whom provided a solemn affirmation. The Tenants did not attend the hearing.

On behalf of the Landlord, C.Y. and D.Y. confirmed the Tenants were served with the Application package by registered mail on November 17, 2016. The Application package was sent to the forwarding address provided by the Tenants on a type-written and unsigned document, a copy of which was included with the Landlord's documentary evidence. However, it appears the address provided by the Tenants was incorrect. In correspondence dated November 28, 2016, sent from a bank to the Residential Tenancy Branch, the writer advised that the forwarding address was a bank address, not a residential address, and that the writer had no knowledge of the Tenants. The Landlord's agents stated they did not receive this correspondence.

Decisions of the Residential Tenancy Branch must be made in accordance with the principals of natural justice and procedural fairness. Parties to a dispute have a right to be made aware of and respond to claims against them. I find the Tenants provided the Landlords with an unusable forwarding address. In light of the correspondence from the bank, it is clear that neither of the Tenants received the Landlord's Application package.

The Landlord's agents were advised of my Decision, which is summarized in the paragraph below. In response, they speculated about the reasons the bank sent correspondence to the Residential Tenancy Branch (and not to the Landlord directly), and requested time to determine what happened as an alternative to dismissing the claim with leave to reapply. The Landlord's agents also submitted the Landlord will suffer prejudice as a result of having to make a second application.

In light of the above, I find the Landlord has not received the Tenants' forwarding address in writing as required by the *Act*. As a result, the Landlord is not required to take steps to return the security deposit or pet damage deposit to the Tenants until a forwarding address where the Tenants reside is received, pursuant to section 38(1)(b) of the *Act*. The Landlord's claim is dismissed, with leave to reapply for the monetary relief sought, as appropriate, once the Tenants' forwarding address is provided to the Landlord 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: May 16, 2017

Residential Tenancy Branch