



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction and Preliminary Matter

This hearing convened as a result of a Tenants' Application for Dispute Resolution wherein the Tenants sought return of double their security deposit and recovery of the filing fee.

Both parties called into the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

At the outset of the Tenants' submissions the Tenant, U.G., confirmed that they provided their forwarding address to the Landlord by way of their Application for Dispute Resolution filed August 11, 2017. The Landlord confirmed that at no time other than this did he receive the Tenants' forwarding address. He further confirmed that he has instructed an agent to make an Application for Dispute Resolution on his behalf for compensation for losses now that he has the Tenants' forwarding address.

A forwarding address only provided by a tenant on the Application for Dispute Resolution form does not meet the requirement of a separate written notice as required by the *Act*. Therefore, the Tenants' application is premature and is dismissed with leave to reapply.

The Tenants confirmed their forwarding address and current address is that which is noted on their Application filed August 11, 2017. Pursuant to sections 38 and 71(2)(b) of the *Act*, I find that the Landlord received the Tenants' forwarding address as of the date of the hearing, namely: February 8, 2018; the Landlord therefore has 15 days from the date of the hearing in which to return the security deposit to the Tenants, or make an application for dispute resolution. Should the Landlord not return the funds or make

an application within 15 days of the date of the hearing, the Tenants may make an application for return of double their deposit pursuant to section 38(6) of the *Act*.

I confirm that I informed the parties of the above 15 day deadline during the hearing and they both acknowledged understanding this date. As such, any delay in receipt of this my Decision shall have no impact on the applicability of the 15 day deadline imposed.

As the Tenants were unsuccessful with their application, they are not entitled to recovery of the filing fee.

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 9, 2018

Residential Tenancy Branch