



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASSOCIA  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, MNSD, FFT

### Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenants applied for the return of double their security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant MM ("tenant") and the agent for the landlord ("agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented his evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing. Neither party raised any concerns regarding the service of documentary evidence.

### Issues to be Decided

- Is this application premature?
- If yes, should this application be dismissed with leave to reapply?

### Background and Evidence

The parties agreed that a \$750.00 security deposit was paid by the tenants in November of 2014. The tenant affirmed that she texted her written forwarding address to the landlord in October 2017 but has not provided their written forwarding address in writing to the landlord. The agent confirmed that the tenants did not provide their forwarding address in writing since vacating the rental unit and that the tenants were relying on a text message only.

### Analysis

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

I find that the tenants' application is premature, due to the fact that the tenant confirmed they did not provide their written forwarding address in writing to the landlord as

required by section 38 of the *Act*. As a result, and in accordance with Residential Tenancy Branch Practice Directive 2015-01 I find that the landlord has been served with the tenants' written forwarding address of the date of this hearing, June 28, 2018.

The landlord must deal with the tenants' security deposit within 15 days of June 28, 2018 in accordance with section 38 of the *Act*.

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

I grant the tenants leave to reapply for double the return of their security deposit should the landlord fail to deal with the tenants' full \$750.00 security deposit in accordance with the *Act*.

#### Conclusion

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

I find that the landlord has been served with the tenants' written forwarding address of the date of this hearing, June 28, 2018 and has been included on the cover page of this decision for ease of reference. The landlord must deal with the tenants' security deposit within 15 days of June 28, 2018 in accordance with section 38 of the *Act*.

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

I grant the tenants leave to reapply for double the return of their security deposit should the landlord fail to deal with the tenants' full \$750.00 security deposit in accordance with 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: June 28, 2018

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Residential Tenancy Branch