



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for a monetary order in the amount of \$650.00 for the return of their security deposit and/or pet damage deposit plus the recovery of the cost of the filing fee under the *Act*.

The tenant, the tenant's employer's agent ("employer agent") and the landlords appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

The parties confirmed having been served with documentary evidence from the other party and that they had the opportunity to review that evidence. As a result, I find the parties were sufficient served under the *Act*.

Preliminary and Procedural Matters

At the outset of the hearing, the landlords requested to have the landlords' application joined to the tenant's application as a cross-application. The landlords' request was denied as the landlords filed their application late and not under the timeframe as stated in the Rules of Procedure which would allow for the proper exchange of evidence related to the landlords' claim. As a result, I will not be considering the landlords' claim at this hearing.

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties.

In addition to the above, the tenant affirmed that she has not yet provided her written forwarding address to the landlords which the landlords confirmed during the hearing. Based on the above, I find the tenant's application is premature as there is insufficient evidence before me that a written forwarding address was served on the landlords in writing by the tenant as required by section 38 of the *Act*.

I note that while the agent for the tenant's employer made this application the tenant did not provide authorization in writing for my consideration that the employer agent had the authorization to act on the behalf of the tenant. I also find that the employer agent provided contradictory testimony during the hearing which was opposite to what the tenant affirmed during the hearing. The tenant confirmed that she did not provide her written forwarding address in writing to the landlords yet the employer agent claims that she did.

I prefer the evidence of the tenant and the landlords over that of the employer agent as I find the employer agent is not an tenant or a landlord and has no rights or obligations under the *Act*.

Conclusion

I find the tenant's application for the return of their security deposit and/or pet damage deposit to be premature.

Pursuant to Residential Tenancy Branch Practice Directive 2015-01, as the tenant and the landlords attended the hearing, I find that the date of the hearing May 29, 2018, to be the date the landlords were served with the tenant's written forwarding address which was confirmed during the hearing.

The tenant's new forwarding address has been included on the cover page of this decision for ease of reference.

Should the landlords fail to deal with the tenant's security deposit in accordance with section 38 of the *Act*, the tenant is at liberty to reapply for the return of their security deposit and/or pet damage deposit.

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

I do not grant the recovery of the cost of the filing fee as this application was premature. 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 4, 2018

Residential Tenancy Branch