



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRT, MNDCT, MNSD, RPP, 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 \$1,820.00 for the return of double her security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of her personal property, and for the recovery of the cost of the filing fee.

The tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the landlords did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), the application and documentary evidence were considered. The tenant provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the landlords by registered mail on December 2, 2017. The tenant provided two registered mail tracking numbers in evidence and confirmed that the name and address on the registered mail packages matched the name of each landlord and the address for the landlord provided by the landlord on the return envelope submitted evidence for my consideration. Both registered mail tracking numbers have been included on the cover page of this decision for ease of reference along with the initials of each landlord to whom the package was addressed. According to the online registered mail tracking website, the landlords signed for and accepted both registered mail packages on December 5, 2017. As a result, I find the landlords were sufficiently served with the Notice of Hearing, application and documentary evidence as of December 5, 2017 which is the date the landlords signed for and accepted both packages.

Preliminary and Procedural Matters

The tenant provided the email addresses for the tenant and the landlords which were confirmed during the hearing. As a result, this decision will be emailed to the tenant and the landlords.

In addition to the above, the tenant affirmed that she has not provided her written forwarding address to the landlords. Instead, the tenant relied on email yet was unable to provide confirmation of a response by the landlords to her email regarding her forwarding address. 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*.

In addition, the tenant confirmed that her request for the return of her personal items and for compensation for oven fuses did not include a request in writing to the landlords for the return of her personal items and for compensation for oven fuses. As a result, I find that both of those items are also premature.

Conclusion

I find the tenant's application is entirely premature. Pursuant to Residential Tenancy Branch Practice Directive 2015-01, and taking into account that only one party attended the hearing, I **ORDER** the tenant to provide her forwarding address in writing to the landlord by registered mail. Once the tenant has complied with section 38 of the *Act*, should the landlord 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 double their security deposit. I note that this decision does not extend any applicable timelines under the *Act*.

I also grant the tenant liberty to reapply for the return of her personal belongings and for compensation for the oven fuses once the tenant has requested the return of those personal items and for compensation which can be submitted in writing with the tenant's written forwarding address as ordered above.

I do not grant the tenant the recovery of the cost of the filing fee as the 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: July 4, 2018

Residential Tenancy Branch