



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUMMERHILL PLACE APARTMENTS  
and [tenant name suppressed to protect privacy]

## **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 the return of the security deposit, and to recover the cost of the filing fee.

The tenant and two agents for the landlord ("agents") 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.

Neither party raised any concerns regarding the service of documentary evidence.

### Preliminary and Procedural Matters

At the outset of the hearing, the parties confirmed that the original tenancy agreement named a corporate landlord, SPA. Therefore, by consent of the parties and pursuant to section 64(3) of the *Act* I amend the tenant's application to replace the two agents named as respondents with the corporate landlord name as the agents confirmed being served with the application before me.

In addition to the above, the tenant stated that he served his written forwarding address on a door on a "sticky note" which I find is not sufficient service of a written forwarding address. In addition, the tenant failed to submit a copy of the tenancy agreement which states the amount of the security deposit. Based on the above, I find the tenant's application is premature as there is insufficient evidence before me that a written forwarding address has been served on the correct corporate landlord by the tenant as required by section 38 of the *Act*.

I find the date of this hearing, November 16, 2018 to be the date the landlord was sufficiently served with the tenant's written forwarding address which was confirmed during the hearing and for ease of reference has also been included on the cover page of this decision.

### Conclusion

I find the tenant's application for the return of their security deposit to be premature.

As indicated above, I find the date of this hearing, November 16, 2018 to be the date the landlord was sufficiently served with the tenant's written forwarding address. The tenant's written forwarding address is included on the cover page of this decision for ease of reference.

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

I do not grant the tenant their filing fee as I find the tenant's application was premature.

This decision will be emailed to the email addresses confirmed by the tenant and agents during the hearing.

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: November 16, 2018

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Residential Tenancy Branch