



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRT, MNSD, RPP

### 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 their security deposit, for the return of a utility payment, and for the return of personal property.

The tenant and a translator/agent for the tenant ("agent") appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant and agent presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application and documentary evidence were considered. The tenant and agent provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the landlord by registered mail on January 24, 2019 to the rental unit address, which was the only address the tenant had for the landlord. The tenant testified that the landlord failed to put a service address on the written tenancy agreement. The tenant did not submit a copy of the tenancy agreement in evidence. The tenant provided a registered mail tracking number customer receipt in evidence. The registered mail tracking number has been included on the cover page of this decision for ease of reference. Documents sent by registered mail are deemed served five days after mailing pursuant to section 90 of the *Act*. The tenant testified that the registered mail package was returned as "unclaimed" which I find is supported by the Canada Post registered mail tracking website information.

I find the landlord breached section 13(2)(e) of the *Act* which states:

### **Requirements for tenancy agreements**

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(2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

**(e) the address for service and telephone number of the landlord or the landlord's agent;**

[Emphasis added]

I accept the tenant's undisputed testimony that the landlord failed to provide their service address and I find the landlord sufficient served at the rental unit address for the purpose of this application.

Preliminary and Procedural Matters

The tenant confirmed their email address at the outset of the hearing. The tenant confirmed their understanding that the decision would be emailed to them and sent by regular mail to the landlord.

Issues to be Decided

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

Background and Evidence

At the outset of the hearing, the tenant confirmed that they have not written to the landlord to provide their written forwarding address or for the return of their personal items.

In addition, a copy of the tenancy agreement was not submitted to support what was included in the monthly rent. Furthermore, the application includes insufficient particulars to set out the monetary claim in detail.

The tenant was advised that costs related to registered mail and preparing for the dispute resolution hearing and for translation services were not provided for under the *Act*.

### Analysis

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

Firstly, the registered mail costs, translation fees and time spent to prepare for the hearing are dismissed without leave to reapply as I find there is no remedy under the *Act* to claim for such costs.

Secondly, I find the remainder of the tenant's application is premature, due to the fact that the tenant confirmed that they have not yet provided their written forwarding address to the landlord. In addition, the tenant has not yet written to the landlord to seek the return of her personal property or provided a copy of the tenancy agreement. As a result, and in accordance with RTB Practice Directive 2015-01, I find that the tenant must first serve the landlord with their written forwarding address before seeking the return of the security deposit under the *Act*. The application itself does not replace the service of a written forwarding address. In addition, as the tenant included a request for their personal property, the tenant is encouraged to specifically detail what that personal property is before seeking an application for the return of that personal property and if seeking return of utilities, to at the very least, provide a copy of the tenancy agreement before applying for such compensation.

Based on the above, I grant the tenant leave to reapply for the return of personal property and utilities but the tenant should be aware to provide sufficient particulars of their claim to ensure what they are claiming for is clear to the respondent.

In addition, I grant the tenant leave to reapply for double the return of the security deposit should the landlord fail to deal with the tenant's \$900.00 security deposit.

### Conclusion

The tenant's claim for registered mail fees, translation services and time to prepare for the hearing are dismissed without leave to reapply, as there is no remedy under the *Act* for such costs.

The remainder of the tenant's application is premature and is therefore dismissed, with leave to reapply.

The tenant must first serve the landlord with their written forwarding address before applying for the return of their security deposit. In addition, the tenant is encouraged to

write to the landlord to seek the return of any personal property, including details of what that personal property is, and utilities, if necessary.

Should the landlord fail to respond to the tenant's request the tenant is at liberty to reapply under the *Act* but is reminded to include sufficient particulars of their claim so that it would be clear to the respondent what the claim is for, including the amount claim, and including a copy of the tenancy agreement to support such a claim.

This decision will be emailed to the tenant and sent by regular mail to the landlord.

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: February 26, 2019

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Residential Tenancy Branch