



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MNDCT, MNSD, FFT

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for losses or other money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 2:04 p.m. in order to enable the landlord to call into this teleconference hearing scheduled for 1:30 p.m. The Applicants attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Applicants and I were the only ones who had called into this teleconference.

The Applicants gave sworn testimony supported by written evidence that they sent the landlord a copy of their dispute resolution hearing package by registered mail on March 27, 2019. They provided a copy of the Canada Post Tracking Number and Customer Receipt to confirm this mailing. I find that the landlord was deemed served with this package in accordance with section 89 and 90 of the *Act* on April 1, 2019, the fifth day after the registered mailing. Based on the Applicants' undisputed sworn testimony and written evidence, I also find that the Applicants' written evidence was deemed served in accordance with section 88 and 90 of the *Act* by April 6, 2019.

### Preliminary Matters

At the hearing, the Applicants confirmed that Tenant MB was the only person identified as a tenant on the Residential Tenancy Agreement and who signed that Agreement. Under these

circumstances, I noted that Tenant MB was the only tenant who could apply for dispute resolution against the landlord.

The Applicants also testified that they had not supplied the landlord with the forwarding address of the tenant in writing at the end of this tenancy. Although they had supplied the landlord with a forwarding address when this tenancy began, they did not do so at the end of this tenancy.

I advised the Applicants that their current application for the return of their security deposit was premature. Providing their forwarding address by way of their application for dispute resolution for the return of their security deposit does not meet the requirements of section 38 of the *Act* for seeking a return of the deposit from a landlord. I noted that the tenant would need to send the landlord a separate request in writing, preferably by registered mail, seeking a return of the security deposit from the landlord. In that event, they should retain a copy of their registered mailing for potential use should it become necessary to apply for dispute resolution to seek a return of their deposit in the future.

I also noted that the landlord did not appear to have been properly notified that the tenants were seeking a retroactive rent reduction for the landlord's alleged failure to provide them with services and facilities that the tenants had expected to receive as part of their tenancy. Much of their current application appeared to be seeking a monetary award for expenses that they had incurred in undertaking repairs to the rental unit. The Applicants confirmed that they did not undertake any such repairs and had no receipts to demonstrate their expenditure of funds to repair items identified in their application.

Under these circumstances, the Applicants withdrew their application for dispute resolution. They may pursue these issues after they make a formal request to the landlord in writing to return their security deposit.

### Conclusion

The application for dispute resolution is withdrawn.

This decision 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: April 18, 2019

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Residential Tenancy Branch