



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for return of all or part of the pet damage deposit or security deposit.

Both tenants attended the hearing, however the line remained open while the telephone system was monitored for in excess of 10 minutes, and no one for the landlords joined the call. The tenants have provided proof that each of the landlords was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail, but no date is visible. One of the tenants advised that the landlords were served 3 days ago, on June 10, 2019.

The *Residential Tenancy Act* requires an applicant to serve a respondent with the Application for Dispute Resolution and notice of a hearing within 3 days of making the application. The tenants have not done so, having filed the Application for Dispute Resolution on March 31, 2019 and receiving the Hearing Package on April 2, 2019 to serve on the landlords.

The tenants did not give affirmed testimony, but advised that a forwarding address in writing has not been provided to the landlords, other than in the Application for Dispute Resolution, and previously by email. The *Residential Tenancy Act* states that a landlord has 15 days from the later of the date the tenancy ends or the date the landlord receives a forwarding address in writing to return a security deposit or pet damage deposit or make an Application for Dispute Resolution claiming against the deposit(s). Since the tenants sent the Hearing Package on June 10, 2019, it isn't deemed to have been received yet. The tenant also advised that on the same day, the tenants served copies of the same

Hearing Package by delivering it to the landlords' residence, which is deemed to have been received by the landlords today.

I find the application to be premature, and I dismiss the tenants' application with leave to reapply. I have made no findings of fact or law with respect to the merits of this matter, and I make no orders with respect to time limits other than set out above.

Conclusion

For the reasons set out above, the tenants' application is hereby dismissed with leave to reapply.

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: June 13, 2019

Residential Tenancy Branch