



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL MNRL-S

Introduction

This hearing was scheduled to convene at 1:30 p.m. this date by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities, an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenant for the cost of the application.

The landlord attended the hearing and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony and no one for the tenant joined the call.

The landlord testified that the tenant was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on April 5, 2019 but the tenant did not retrieve the mail and it was returned to the landlord.

The landlord also testified that at the commencement of the tenancy the tenant said that he did not need a mailbox key because he was using a previous mailing address, but did not give that address to the landlord. The tenant sent a text message to the landlord stating that he had vacated and that the landlord could keep the security deposit, but did not provide a forwarding address. The tenant left garbage and mail in the rental unit, so the landlord assumed the mail had been sent to the tenant's previous address, and the landlord served the tenant at that address.

In the absence of any evidence of an address for the tenant, I am not satisfied that the tenant has been served in accordance with the *Residential Tenancy Act*. If the tenant does not provide a forwarding address in writing, and NOT by text messaging, within a year after the date the tenancy ended, the tenant is not entitled to the security deposit.

However, if the tenant does not provide a forwarding address in writing, the landlord may simply keep the security deposit.

Since the tenant has not been served in accordance with the *Residential Tenancy Act*, I dismiss the landlord's application with leave to reapply, and the landlord will not be barred from making another application for dispute resolution if the tenant's address is found or provided.

Conclusion

For the reasons set out above, the landlord's 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 18, 2019

Residential Tenancy Branch