



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenants applied for the return of double their security deposit, and to recover the cost of the filing fee.

The tenants and the landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord and tenant presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

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

Background and Evidence

The parties agreed that an \$800.00 security deposit was paid by the tenants in 2018 when the tenancy began. There is no dispute that the tenancy ended on May 1, 2019, when the tenants vacated the rental unit.

Tenant JD, who was speaking for both tenants at the hearing, testified that he provided his written forwarding address to the landlord's mother but could not recall the date or the address where he served the written forwarding address. The landlord testified that the tenants have not served their written forwarding address.

Analysis

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

I find that the tenants' application is premature, due to the fact that the tenants could not recall the date or address where the tenant allegedly served the landlord. I also have taken into account the landlord's testimony that they were not served with the tenants' written forwarding address and that the burden of proof rests solely on the applicant who is seeking a monetary claim, which in this matter rests on the tenants.

Given the above, I order the tenants to serve their current written forwarding address on the landlord by registered mail. The correct mailing address of the landlord has been included on the cover page of this decision for ease of reference. Failure to do so by May 1, 2020, will result in the tenants' right to their security deposit being extinguished pursuant to section 39 of the *Act*.

As the tenants' application is premature, I do not grant the tenants the recovery of the filing fee.

I also caution the tenants to be prepared to present any and all documentary evidence submitted in evidence as is required by the Rules of Procedure.

Conclusion

The tenants' application is premature and is therefore dismissed, with leave to reapply.

As the tenants' application is premature, I do not grant the tenants the recovery of the filing fee.

This decision will be emailed to the parties as indicated above.

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: September 19, 2019

Residential Tenancy Branch