



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNSHINE COAST AQUAPONICS and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

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.

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

The landlord confirmed that they were served with the tenant's documentary evidence prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. The tenant disputed being served with the landlord's documentary evidence; however, I find that this matter is moot as the tenant provided insufficient evidence that the landlord was served with their written forwarding address, which I find renders this application premature by the tenant. I will address the premature nature of this application further below.

Preliminary and Procedural Matters

At the outset of the hearing, the tenant confirmed that she incorrectly spelled their surname on their application, which I have amended pursuant to section 64(3)(c) of the *Act*.

In addition, 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 a \$225.00 security deposit was paid by the tenant. The agent testified that the landlord has not been served with a written forwarding address by the tenant since the tenant vacated the rental unit on March 31, 2019. The tenant confirmed that they could not recall providing their written forwarding address to the landlord. The only time the landlord would have become aware of the tenant's new address would have been through the tenant's application.

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 tenant's application is premature, due to the fact that the tenant could not recall if they served the landlord with their written forwarding address and failed to submit a copy of the tenant's forwarding address. Furthermore, I accept the landlord's testimony that the landlord has not received the tenant's written forwarding address and only became aware of the new address by way of the tenant's application. As a result, and in accordance with Residential Tenancy Branch ("RTB") Practice Directive 2015-01 I find that the landlord has been served with the tenant's written forwarding address of the date of this hearing, October 22, 2019.

I find the landlord must deal with the tenant's security deposit within 15 days of receipt of this decision, in accordance with section 38 of the *Act*.

I grant the tenant leave to reapply for their security deposit should the landlord fail to deal with the tenant's security deposit in accordance with section 38 of the *Act*.

Conclusion

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

I find that the landlord has been served with the tenant's written forwarding address of the date of this hearing, October 22, 2019, and has been included on the cover page of this decision for ease of reference. The landlord must deal with the tenant's security

deposit within 15 days of the receipt of this decision, in accordance with section 38 of the *Act*.

The tenant has been granted leave to reapply for their security deposit should the landlord fail to deal with the tenant's security deposit in accordance with section 38 of the *Act*.

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: October 23, 2019

Residential Tenancy Branch