



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

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 and to recover the cost of the filing fee.

The tenant and the landlord 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.

Neither party raised any concerns regarding the service of the application documents. The landlord did indicate they have not yet been served with the tenant's written forwarding address, which I will deal with below.

Preliminary and Procedural Matters

At the outset of the hearing, the landlord confirmed that the tenant incorrectly spelled their surname on the 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

During the hearing, the landlord testified that the tenant has failed to provide their written forwarding address since vacating the rental unit. The tenant affirmed that they did not serve their written forwarding address on the landlord since vacating the rental unit.

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 parties confirmed that the tenant has not provided their written forwarding address on the landlord. The application itself does not constitute a written forwarding address. 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 as of the date of this hearing, November 4, 2019. The tenant's written forwarding address has been included on the cover page of this decision for ease of reference and was confirmed by the tenant during the hearing.

The landlord must deal with the tenant's security deposit within 15 days of November 4, 2019, 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*.

I do not grant the filing fee as the application was premature.

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, November 4, 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 November 4, 2019, 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*.

The filing fee is not granted as noted 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: November 4, 2019

Residential Tenancy Branch