



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 tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenant applied for the return of double their \$9,000.00 security deposit and \$500.00 pet damage deposit, \$750.00 for the return of the last 5 days of May 2019 rent, plus the filing fee.

The tenant, counsel for the tenant (counsel), the landlord, and an agent for the landlord (agent) appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties presented evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Neither party raised any concerns regarding the service of documentary evidence. I find the parties were sufficiently served in accordance with the Act as a result.

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 the landlord requested and the tenant paid a \$9,000.00 security deposit and \$500.00 pet damage deposit at the start of the tenancy. A copy of the tenancy agreement was submitted in evidence, which supports these amounts. The landlord continues to hold the combined deposits of the tenants. The tenant confirmed that they have not provided their written forwarding address to the landlord since vacating the rental unit on April 11, 2019. The parties were advised that the application itself does not constitute a written forwarding address. The landlord testified that they have not been served with the tenants' written forwarding address since the tenancy ended.

Counsel stated that the tenants' address was on their application for tenancy, which the parties were advised does not constitute a written forwarding address as that address is provided at the start of the tenancy, and not the end of the tenancy.

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 tenant confirmed that they have not provided their written forwarding address to the landlord since they vacated the rental unit. Furthermore, I accept the landlord's testimony that the landlord has not been served with the tenants' 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 tenants' written forwarding address of the date of this hearing, November 5, 2019, which 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 5, 2019, in accordance with section 38 of the *Act*.

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

I also note that RTB Rules of Procedure Rule 2.9 states that a claim cannot be divided and as a result, I find the entire matter is premature and must be heard as one claim.

The tenant has liberty to reapply for double the return of both deposits should the landlord fail to deal with the tenants' \$9,000.00 security deposit and \$500.00 pet damage deposit in accordance with the Act.

Conclusion

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

I find that the landlord has been served with the tenants' written forwarding address of the date of this hearing, November 5, 2019, and has been included on the cover page of this decision for ease of reference. The landlord must deal with the tenants' security deposit within 15 days of November 6, 2019 in accordance with section 38 of the Act.

The filing fee is not granted as noted above.

The tenant has liberty to reapply for double the return of both deposits should the landlord fail to deal with the tenants' \$9,000.00 security deposit and \$500.00 pet damage deposit in accordance with the Act.

This decision will be emailed to the parties 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 5, 2019

Residential Tenancy Branch