



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

On September 18, 2019, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a monetary order for damages, for the return of their security deposit and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

Three of the tenants and the Landlord attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

The Tenants testified that they submitted some evidence to the Residential Tenancy Branch and then forwarded it to the Landlord. The Tenants stated that they forwarded both the Notice of Dispute Resolution (the “Notice”) along with the evidence to the Landlord via regular post.

The Landlord agreed that he had received the Notice of Dispute Resolution Proceedings, but that he did not receive any evidence within the package. The Landlord stated that he did not submit any evidence for this hearing.

The evidence that was submitted to the Residential Tenancy Branch, by the Tenants, included a Tenancy Agreement, a few pictures indicating bank transfers and some chat logs that were in Mandarin.

I find that the exchange of evidence between parties is questionable and subsequently only proceeded with the hearing after advising all parties that we would address the admissibility of each piece of evidence as required.

Issues to be Decided

Should the Tenants receive a Monetary Order for damages, in accordance with Section 67 of the Act?

Should the Tenants receive a Monetary Order for the return of the security deposit, in accordance with Section 38 and 67 of the Act?

Should the Tenants be compensated for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

While I have turned my mind to any accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Landlord and the Tenants agreed that a Tenancy Agreement was established in June of 2019 and included a start date of September 1, 2019 with a monthly rent of \$3,400.00.

The Tenants stated that they paid a security deposit of \$3,400.00, as noted on the Tenancy Agreement, and another \$1,700.00 to secure the rental unit through the months of July and August 2019. The Tenant's were able to move their belongings into the garage of the rental unit; however, did not gain access to the rental unit until September. The Tenants stated that they moved into the rental unit on September 2, 2019 and moved out of the rental unit on September 6, 2019.

The Tenants stated that they were not happy with the rental unit and moved out four days after moving in. The Tenants are requesting the return of \$5,100.00. The Tenants admitted that they had not provided a forwarding address to the Landlord as they were scared of him.

The Landlord confirmed that the Tenants moved out of the rental unit without proper notice and that he had not received a forwarding address from them. The Landlord

stated that he has been unable to return the security deposit or initiate a Dispute Resolution process of his own because he did not have an address for the Tenants.

Analysis

As a result of my review of this dispute and as a result of the above testimony, I find that both parties may require further research and understanding of the Residential Tenancy Act to prepare themselves for a Dispute Resolution Hearing. I dismiss the monetary claim with leave to reapply.

Furthermore, based on the testimony that the Tenants have not provided the Landlord a forwarding address after ending the tenancy, I dismiss their claim for the return of their security deposit with leave to reapply.

The Tenants did not prove their claim; therefore, I do not award them compensation for the filing fee.

I recommend that all parties obtain further information about their residential tenancy responsibilities and the dispute resolution process by visiting the Residential Tenancy Branch website or speaking to one of the Residential Tenancy Branch information officers.

Conclusion

This issues in this application for dispute resolution are 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: January 20, 2020

Residential Tenancy Branch