



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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* (the Act). The tenant applied for the return of their \$580.00 security deposit.

The tenant, the landlord and the daughter of the landlord SH (daughter) appeared at the teleconference hearing and tenant and landlord 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 tenant paid a \$580.00 security deposit at the start of the tenancy, which the landlord continues to hold. The tenant stated that they provided a text to the landlord with their written forwarding address and submitted in writing when

they provided their written one-month notice to vacate the rental unit dated August 28, 2019. The parties were advised that the application itself does not constitute a written forwarding address under the Act.

### 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 there is no service provision for text under the Act and I find that a text does not satisfy the requirement under section 38 of the Act as a written forwarding address. In addition, I reviewed the one-month notice submitted in evidence dated August 28, 2019 and disagree with the tenant that they included their written forwarding address. In fact, the only address is the rental unit included three times and not the forwarding address. Therefore, 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, February 24, 2020, 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 this date, February 24, 2020, in accordance with section 38 of the Act.

The tenant has liberty to reapply for double the return of the security deposit should the landlord fail to deal with the tenant's security deposit in accordance with 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, February 24, 2020, 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 February 24, 2020 in accordance with section 38 of the Act.

The tenant has liberty to reapply for double the return of the security deposit should the landlord fail to deal with the security 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: February 24, 2020

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Residential Tenancy Branch