



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NEWVO LIVING INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The tenants applied for the return of their security deposit and to recover the cost of the filing fee.

The tenants attended the teleconference hearing and gave affirmed testimony. Once the tenants had proven service, the tenants confirmed that their only method to which they submitted their forwarding address to the landlord was via text. The tenants stated that while they also served their forwarding address by email, the landlord did not reply to the email. As text is not an approved method of service for a written forwarding address, I will deal with that matter below.

### Preliminary and Procedural Matters

At the outset of the hearing, the name of landlord property owner JB (owner) was removed from the tenants' application, as the tenancy agreement submitted in evidence did not name JB as a landlord. Therefore, I removed JB as a named landlord pursuant to section 64(3)(c) of the Act.

In addition, the tenants confirmed the email addresses for the parties at the outset of the hearing. The decision will be sent by email to the parties as a result.

### Issues to be Decided

- Is this application premature?
- If yes, should this application be dismissed with leave to reapply?

### Background and Evidence

A copy of the tenancy agreement was submitted in evidence. The tenants testified that they texted their forwarding address to the landlord but have not sent it by registered mail. The tenants were advised that texting a written forwarding address is not provided for under the Act. Therefore, I find the tenants' application to be premature, which will be discussed further below.

### 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 tenants confirmed that the only method that they served their forwarding address was via text, which is not an approved method for service under the Act. I have also considered that the tenants stated that when an email was sent to the landlord, they did not get a response by email from the landlord so that is not sufficient service either under the Act. In addition, 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 tenants must first serve their written forwarding address by registered mail to the landlord.

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

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

### Conclusion

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

The tenants must serve their written forwarding address by registered mail before they can reapply.

The tenants have been granted leave to reapply for their security deposit should the landlord fail to deal with the tenants' 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: May 5, 2020

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Residential Tenancy Branch