



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 their \$350.00 security deposit, plus the \$100.00 filing fee.

The tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant presented their 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.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding document dated March 3, 2020 (Notice of Hearing), application and documentary evidence were considered. The tenant provided affirmed testimony that the Notice of Hearing, application and documentary evidence were served on the landlord by registered mail on March 3, 2020. The tenant provided a registered mail tracking number in evidence and confirmed that the name and address on the registered mail package matched the name of the landlord and the address for the landlord as the landlord lives in the main floor of the rental building. Documents sent by registered mail are deemed served five days after mailing pursuant to section 90 of the Act. A copy of the registered mail tracking number has been included on the style of cause for ease of reference.

According to the online Canada Post registered mail tracking website, the landlord signed for and accepted the registered mail package on March 5, 2020. As a result, I find the landlord was sufficiently served as of March 5, 2020.

Preliminary and Procedural Matter

The tenant provided three different versions of their email address and later admitted they were unable to recall their email address during the hearing, and as a result, the tenant was advised that the decision would be sent by regular mail to the tenant. As the tenant did not have an email address for the landlord, the decision will also be sent by regular mail to the landlord.

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 tenant did not provide a copy of their written forwarding address and could not recall the date they provided their written forwarding address to the landlord. In addition, the tenant changed their testimony several times as to whether they provided written notice versus verbal notice that they would be 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 tenant failed to provide a copy of their written forwarding address and could not recall the date that they provided their written forwarding address. In reaching this finding, I have also taken into account that the tenant changed their testimony several times and even though they were given several opportunities to think about their answer before responding, the tenant continued to change their testimony.

As a result, I am not satisfied that the tenant has provided their written forwarding address and I order the tenant to serve the landlord with their written forwarding address by registered mail and to keep a copy of that written forwarding address for their records.

Once the landlord is served with the tenant's written forwarding address, the landlord must deal with the tenant's security deposit within 15 days of receiving the written forwarding address or being deemed served under the Act.

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

The tenant has liberty to reapply for double the return of their 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.

The tenant has been ordered to serve their written forwarding address on the landlord and to keep a copy for their records of that written forwarding address. The landlord must deal with the tenant's security deposit as described above.

The filing fee is not granted as noted above.

I grant the tenant 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 mailed to both parties as indicated 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: July 2, 2020

Residential Tenancy Branch