



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR, FFT

Introduction

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* (the *Act*), and dealt with an Application for Dispute Resolution by the tenants for a Monetary Order for the return of the security deposit and the pet damage deposit (the deposits).

The tenants submitted three signed Proof of Service Tenant's Notice of Direct Request Proceeding forms which declare that on July 6, 2020, the tenants sent the landlord the Notice of Direct Request Proceeding by registered mail to three different addresses. The tenants provided a copy of the Canada Post Customer Receipts containing the Tracking Numbers to confirm these mailings.

Issue(s) to be Decided

Are the tenants entitled to monetary compensation for the return of a security deposit and a pet damage deposit pursuant to sections 38 and 67 of the *Act*?

Are the tenants entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The tenants submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement indicating a monthly rent of \$4,500.00, a security deposit of \$2,250.00, and a pet damage deposit of \$2,250.00, for a tenancy commencing on April 15, 2020;
- A copy of a letter from the tenants to the landlord dated May 20, 2020, providing the forwarding address and requesting the return of the deposits;

- A copy of a Proof of Service Tenant Forwarding Address for the Return of Security and/or Pet Damage Deposit form (Proof of Service of the Forwarding Address) which indicates that the forwarding address was sent to the landlord by registered mail at 5:11 pm on May 21, 2020;
- A copy of a Canada Post Customer Receipt containing the Tracking Number to confirm the forwarding address was in fact sent to the landlord on May 20, 2020;
- A copy of 100 text messages exchanged between the landlord and the tenants discussing the end of tenancy and the return of the deposits; and
- A copy of a Tenant's Monetary Order Worksheet for an Expedited Return of Security Deposit and/or Pet Damage Deposit (the Monetary Order Worksheet). showing the amount of deposits paid by the tenant and indicating that the tenancy ended on April 14, 2020.

Analysis

Section 38.1 of the *Act* allows a tenant to make an application through the Direct Request process for the return of a deposit if the landlord has not returned or claimed against it as required under section 38(1). The *Act* does not allow for the tenant to make any other claims through the Direct Request process.

I find that, in the details of their application and in the Monetary Order Worksheet, the tenants have indicated that they are not claiming the return of the security or pet damage deposit, as the landlord has returned these amounts to the tenant.

As the deposits have been returned by the landlord, the tenants' application for a Monetary Order for the return of the security deposit and the pet damage deposit is dismissed without leave to reapply.

The tenants state they are in fact requesting reimbursement of one month's rent being held by the landlord. However, within the purview of a Direct Request Proceeding, I cannot consider the tenants' request for reimbursement of rent.

The tenants may file an Application for Dispute Resolution through the regular participatory process offered by the Residential Tenancy Branch in order to request reimbursement of the month's rent.

As the tenants were not successful in this application, I find that the tenants are not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I dismiss the tenants' application for a Monetary Order for the return of the security deposit and the pet damage deposit without leave to reapply.

I dismiss the tenants' application to recover the filing fee paid for this application without 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: July 08, 2020

Residential Tenancy Branch