



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing was set to deal with a tenant's application for a Monetary Order for damages or loss under the Act, regulations or tenancy agreement.

The tenant appeared and an agent appeared on behalf of the landlord.

Preliminary and Procedural Matters

The landlord's agent stated at the outset of the hearing that she was instructed to request an adjournment for the landlord due to a medical emergency. I noted that there was no documentary evidence provided to the Residential Tenancy Branch showing a medical emergency had occurred and I asked the agent to describe the nature of the emergency to which she responded she did not know other than the landlord is an ill man and that he often has to go to the doctor.

Before deciding whether to grant an adjournment or not, I proceeded to explore whether the tenant had sufficiently served the landlord and set out the basis for her claims.

The tenant testified that she served the proceeding package to the landlord via registered mail in September 2020 although she did not have the exact date or the tracking number to provide me, explaining that the receipt was at home and he was at work.

As for the tenant's evidence, the tenant testified that she had sent it to the landlord via email although she was uncertain of the date(s) it was sent. The tenant acknowledged that the landlord did not respond to her emails.

Sending evidence via email is not a permissible method of service unless a party has obtained authorization from the Director to serve using this method, which the tenant did not have in this case. I declined to consider deeming the landlord sufficiently served with the evidence since the tenant did not receive a response to the email(s) and the landlord was not present to confirm he received her evidence via email. Therefore, I found the tenant's documentary and photographic evidence to be inadmissible.

I noted that in the details of dispute the tenant provided very scant information as to the basis for her claim. The tenant wrote that she was seeking compensation as follows:

Dispute Information

The following information has been provided to the Residential Tenancy Branch and describes the claims made against the respondent(s)

01 - I want compensation for my monetary loss or other money owed

\$4,506.00

Applicant's dispute description

Damage deposit \$700 New damage deposit \$2250 1 months rental from . \$1556

Supporting Evidence

Proof of Money Owed

Description: No description provided at time of application

Other supporting information

Monetary Order Worksheet

Description: No description provided at time of application

[name omitted by me for privacy reasons]

I also noted that a portion of the tenant's claim pertained to the return of the security deposit. I asked the tenant whether she has given the landlord her forwarding address, in writing, to which the tenant stated she had given it orally and in text message but that the landlord informed her that he would not return the security deposit. The Act requires that a tenant must first give the landlord their forwarding address, in writing, in order to seek return of the security deposit. Section 88 of the Act provides for the ways to give the other party a document and text message is not recognized as a permissible way to send a document to the other party. Accordingly, I find the tenant has yet to serve the landlord with her forwarding address in writing and her request for return of the security deposit is premature.

The tenant remains at liberty to give the landlord her forwarding address, in writing, in a manner that complies with section 88 of the Act within one year of the tenancy ending and if the landlord fails to administer the security deposit in accordance with section 38 of the Act the tenant may make another Application for Dispute Resolution and seek return of double the security deposit.

As for the other two amounts claimed by the tenant, I find there to be a lack of full particulars as to the nature of the dispute that gives rise to a basis for seeking the compensation, as required under section 59 of the Act, and the scant description provided on the Application for Dispute Resolution is insufficient. Therefore, I find these claims were not sufficiently set out and I decline to further consider the claims; however, I grant the tenant leave to reapply.

Having dismissed the tenant's application due to her claims being premature and/or not sufficiently set out, it is unnecessary for me to further consider the landlord's request for adjournment.

Conclusion

The tenant's claims are premature and/or not sufficiently set out and they 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 08, 2021

Residential Tenancy Branch