



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR

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 double the security deposit and the pet damage deposit (the deposits).

The tenants submitted a signed Proof of Service Tenant's Notice of Direct Request Proceeding which declares that on December 24, 2020, the tenants sent the landlord the Notice of Direct Request Proceeding by registered mail. The tenants provided a copy of the Canada Post receipt containing the Tracking Number to confirm this mailing. Based on the written submissions of the tenants and in accordance with sections 89 and 90 of the *Act*, I find that the landlord is deemed to have been served with the Direct Request Proceeding documents on December 29, 2020, the fifth day after their registered mailing.

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*?

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 which was signed by the landlord and the tenants, indicating a monthly rent of \$1,550.00, a security deposit of \$725.00, and a pet damage deposit of \$775.00, for a tenancy commencing on October 1, 2016;

- A copy of a text message from the tenant to the landlord, dated December 16, 2020, providing the forwarding address and requesting the return of the deposits; and
- A copy of a Tenant's Direct Request Worksheet showing the amount of deposits paid by the tenant, and indicating the tenancy ended on November 30, 2020.

Analysis

In this type of matter, the tenants must prove that they served the landlord with the forwarding address in accordance with section 88 of the *Act*.

Section 88 of the *Act* allows for service by either sending the forwarding address to the landlord by mail, by leaving a copy with the landlord or their agent, by leaving a copy in the landlord's mailbox or mail slot, attaching a copy to the landlord's door or by leaving a copy with an adult who apparently resides with the landlord.

I find that the tenants sent the landlord the forwarding address by text message, which is not a method of service as indicated above. I also find that the forwarding address does not include the city name or the postal code.

I find that the tenants have not served a complete forwarding address in accordance with section 88 of the *Act*.

Therefore, I dismiss the tenants' application for the return of double the security deposit and pet damage deposit based on the forwarding address sent by text message on December 16, 2020, without leave to reapply.

The tenants must reissue a complete forwarding address and serve it in one of the ways prescribed by section 88 of the *Act*.

I also note that section 38(1) of the *Act* states that within fifteen days of the tenancy ending and the landlord receiving the forwarding address (whichever is later), the landlord may either repay the deposits or make an application for dispute resolution claiming against the deposits.

If the tenants want to apply through the Direct Request process, the tenants must wait a minimum of fifteen days after the landlord receives the reissued forwarding address before submitted their Application for Dispute Resolution.

Conclusion

The tenants' application for the return of the security deposit and the pet damage deposit based on the forwarding address sent by text message on December 16, 2020, is dismissed, 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: January 14, 2021

Residential Tenancy Branch