



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSDB-DR, FFT

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/or the pet damage deposit, and for the recovery of the filing fee paid to make the application.

In an *ex parte* Direct Request Proceeding, the onus is on the tenant to ensure that all submitted evidentiary material is in accordance with the prescribed criteria and that such evidentiary material does not lend itself to ambiguity or give rise to issues that may need further clarification beyond the purview of a Direct Request Proceeding. If the tenant cannot establish that all documents meet the standard necessary to proceed via the Direct Request Proceeding, the application may be found to have deficiencies that necessitate a participatory hearing, or, in the alternative, the application may be dismissed.

Section 13 of the Act describes the requirements for tenancy agreements. Specifically, section 13(2)(f)(vii) of the *Act* establishes that a tenancy agreement is required to identify “the amount of any security deposit or pet damage deposit and the date the security deposit or pet damage deposit was or must be paid.”

In this case, the Tenants submitted only one page of the tenancy agreement into evidence – Page 11 of 11. Although the document contains the signatures of the parties, it does not include the amount of any security deposit or pet damage deposit paid or the date on which they were paid.

I find the partial tenancy agreement submitted into evidence by the Tenants does not indicate the amount of the security deposit or pet damage deposit paid for this tenancy, which is necessary in order to determine the Tenants’ entitlement to the return of the deposits.

I also find that that the Tenants' evidence that the forwarding address provided to the Landlord is only a partial address and not a complete mailing address.

For these reasons, I order that the Tenants' application for a monetary order for the return of the security deposit and/or pet damage deposit is dismissed without leave to reapply. The Tenants must reissue the forwarding address and provide the full details to the Landlord if they want to apply through the Direct Request process.

As the Tenants were not successful, I find that they are not entitled to recover the \$100.00 filing fee paid for this application. This aspect of the Tenants' application 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 26, 2021

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Residential Tenancy Branch