



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOUNDARY MANAGMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSDS-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 filed by the Tenant for a monetary order for the return of a security deposit and/or a pet damage deposit, and to recover the filing fee.

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.

Policy Guideline #49 provides direction to a tenant making an application for the return of a security deposit and/or a pet damage deposit by direct request. It confirms that the tenant must complete and submit a Proof of Service Tenant’s Notice of Direct Request Proceeding (Form RTB-50) which is provided by the Branch with the Notice of Dispute Resolution Proceeding.

Further, Policy Guideline #49 confirms that the tenant must provide certain documents and information that prove the landlord failed to comply with section 38(1) of the *Act*. These documents include a copy of the signed tenancy agreement showing the initial amount of rent, the amount of security deposit required, and if applicable, the amount of pet damage deposit required. The tenant must also provide a completed Proof of Service of Forwarding Address (Form RTB-41).

In this case, the Proof of Service Tenant's Notice of Direct Request Proceeding is blank and does not include the information required to confirm service of the Notice of Dispute Resolution Proceeding on the Landlord.

Further, the Tenant did not submit a copy of the written tenancy agreement or a copy of a completed Proof of Service of Forwarding Address.

Considering the above, I find there are deficiencies that cannot be addressed during a Direct Request Proceeding. Therefore, I order that the Tenant's request for the return of the security deposit and/or pet damage deposit is dismissed with leave to reapply.

As the Tenant has not been successful, I order that the Tenant's request to recover the filing fee 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: March 18, 2021

Residential Tenancy Branch