



# 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 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 May 8, 2021, the tenants served the landlord the Notice of Dispute Resolution Proceeding - Direct Request by handing the documents to Person E.N. The tenants had Person E.N. sign the Proof of Service Tenant's Notice of Direct Request Proceeding to confirm this service.

### 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 naming Tenant C.A., indicating a monthly rent of \$1,400.00, a security deposit of \$700.00, and a pet damage deposit of \$700.00
- A copy of a letter from the landlord to the tenants dated March 17, 2021 offering a partial reimbursement of the deposits and indicating that the tenants' forwarding address was unknown

- A copy of a statement from Tenant D.A. indicating that Tenant D.A. suggested to the landlord that they could contact Tenant D.A. for anything and send Tenant D.A. the deposit

### Analysis

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 59 of the *Act* establishes that an Application for Dispute Resolution must “include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings.”

Policy Guideline #49 on Tenant’s Direct Request provides the following requirements:

When making a request, an applicant must provide:

- A copy of the signed tenancy agreement showing the initial amount of rent and the amount of security deposit and/or pet damage deposit required.
- If a pet damage deposit was accepted after the tenancy began, a receipt for the pet damage deposit.
- **A copy of the forwarding address given to the landlord.**
- **A completed Proof of Service of Forwarding Address.**
- **A Tenant’s Direct Request Worksheet.**
- The date the tenancy ended.

Section 38 of the *Act* states that the landlord has fifteen days to either return the deposit(s) or file an application claiming against the deposit(s) from the time the tenancy ends and the landlord receives the tenant’s forwarding address in writing.

I find that the tenants have not submitted a copy of a written forwarding address that was provided to the landlord, as required by section 38 of the *Act*.

I also find the tenants have not submitted a copy of Proof of Service of Forwarding Address form or a Tenant’s Direct Request Worksheet.

I further find that I am not able to consider the tenants’ Application for Dispute Resolution without these documents which form a part of the Application.

For this reason, the tenants’ application for a Monetary Order for the return of the security deposit and the pet damage deposit is dismissed with leave to reapply.

Conclusion

I dismiss the tenants' application for a Monetary Order for the return of the security deposit and the pet damage deposit 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: May 21, 2021

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Residential Tenancy Branch