



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for the return of their security deposit and to recover the cost of the filing fee.

The application began as a Direct Request and based on the Interim Decision dated February 5, 2021 (Interim Decision), this matter was adjourned to this date, June 3, 2021 to be heard as a participatory hearing. The Interim Decision should be read in conjunction with this decision.

On this date, June 3, 2021, the tenant and landlords, AK and RK (landlords) attended the hearing and were affirmed. The hearing process was explained to the parties. An opportunity to ask questions was also provided to both parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters

The parties confirmed their respective email addresses at the outset of the hearing. The parties were advised that the decision would be emailed to both parties.

### Issues to be Decided

- Is this application premature?
- If yes, should this application be dismissed with leave to reapply?

### Background and Evidence

The tenant stated that they provided their written forwarding address to the landlords, which the landlords disputed. The tenant was asked when they served their written forwarding address on the landlords and could not recall a specific date. The tenant failed to provide a copy of a written forwarding address in evidence.

The landlords stated that even though they did not receive a written forwarding address, they returned \$790.00 of the tenant's \$1,305.00 security deposit on December 11, 2020, and after the tenant returned the rental unit keys on December 2, 2020 to a neighbour. The tenant confirmed they had a deposit into their account from the landlords on December 11, 2020 in the amount of \$790.00.

The landlords continue to hold the security deposit balance of \$515.00.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I find that the tenant's application is premature, due to the fact that the tenant failed to provide a copy of a written forwarding address and the fact that the landlords denied having been served with a written forwarding address. In addition, I find that the tenant more likely than not did not provide a written forwarding address as the tenant could not recall a specific date when they provided their written forwarding address. As the application itself does not constitute a written forwarding address and in accordance with Residential Tenancy Branch (RTB) Practice Directive 2015-01, I find the landlords have been served with the tenant's written forwarding address as of the date of this hearing, June 3, 2021.

For ease of reference, the tenant's written forwarding address and email address (for e-transfer purposes) has been included on the style of cause of this decision.

I grant the tenant leave to reapply for double their security deposit balance of \$515.00 should the landlord fail to return the tenant's \$515.00 security deposit balance within **15 days of June 3, 2021** pursuant to section 62(3) of the Act.

I do not grant the filing fee as the application was premature.

Conclusion

The tenant's application is premature and is therefore dismissed, with leave to reapply.

The tenant's written forwarding address and email address (for e-transfer purposes) has been included on the style of cause above.

I order the landlord to return the tenant's full \$515.00 security deposit no later than 15 days from June 3, 2021. Should the landlord fail to comply with my order, the tenant is at liberty to apply for double the security deposit balance of \$515.00.

The filing fee is not granted as noted above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: June 3, 2021

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Residential Tenancy Branch