



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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* and dealt with an Application for Dispute Resolution by the Tenant for a monetary order for the return of a security 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 tenants making an application for dispute resolution by Direct Request. It requires that tenants provide certain documents which include a copy of the signed tenancy agreement, a copy of the forwarding address given to the landlord, a completed *Proof of Service of Forwarding Address* (Form RTB-41), and a *Tenant's Direct Request Worksheet* (Form RTB-40). The language in Policy Guideline #49 is mandatory.

In this case, the Tenant submitted pages 2 and 3 of a 6-page tenancy agreement. The Tenant did not include any other pages. Page 6 of the tenancy agreement would have enabled me to confirm the tenancy agreement was signed by the parties as required under Policy Guideline #49.

In addition, although the Tenant submitted a type-written letter to the Landlord dated May 31, 2021, the Tenant did not submit a *Proof of Service of Forwarding Address* (Form RTB-41) as required under Policy Guideline #49.

Considering the above, I find there are deficiencies in the Tenant's application that require clarification beyond the purview of a Direct Request Proceeding. As a result, I order that the Tenant's request for the return of the security deposit is dismissed with leave to reapply. This is not an extension of any applicable time limit established under the *Residential Tenancy Act*.

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: August 13, 2021

Residential Tenancy Branch