



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSDS-DR, FFT

### 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 tenant to obtain monetary compensation for the return of the security deposit (the deposit) and to recover the filing fee paid for the application.

This decision is written based on the Application for Dispute Resolution, evidence, and submissions provided by the tenant on August 13, 2021.

The tenant submitted a signed Proof of Service Tenant's Notice of Direct Request Proceeding which declares that on September 3<sup>rd</sup> and 15<sup>th</sup>, 2021, the tenant sent the landlords the Notice of Dispute Resolution Proceeding - Direct Request by registered mail to the address for Landlord K.T. listed on the tenancy agreement. The tenant provided a copy of two Canada Post Customer Receipts containing the tracking numbers to confirm these mailings.

Based on the written submissions of the tenant and in accordance with sections 89 and 90 of the *Act*, I find that the Direct Request Proceeding documents were served on September 15, 2021 and are deemed to have been received by Landlord K.T. on September 20, 2021, the fifth day after their registered mailing.

### Issue(s) to be Decided

Is the tenant entitled to monetary compensation for the return of a security deposit pursuant to sections 38 and 67 of the *Act*?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Background and Evidence

The tenant submitted the following relevant evidentiary material:

- A copy of a residential tenancy agreement which was signed by Landlord K.T. and the tenant on October 14, 2018, indicating a monthly rent of \$4,500.00 and a security deposit of \$2,250.00, for a tenancy commencing on September 1, 2020
- A copy of several text messages exchanged between the tenant and Landlord K.T. in which the tenant provides an e-mail address for the return of the security deposit

### Analysis

Section 38(1) of the *Act* states that the landlord has fifteen days from the end of tenancy and the date they received the forwarding address to either return the deposit(s) in full or make an application for dispute resolution claiming against the deposit(s).

In order to submit an Application for Dispute Resolution requesting to keep the deposit, the landlord must provide a mailing address for the respondent tenant.

I note the tenant gave the landlords an e-mail address for the return of the security deposit. However, I find the tenant has not provided a forwarding mailing address.

Furthermore, the tenant must prove that they served the landlords with the forwarding address in accordance with section 88 of the *Act*.

Section 88 of the *Act* allows for service by either sending the forwarding address to the landlord by mail, by leaving a copy with the landlord or their agent, by leaving a copy in the landlord's mailbox or mail slot, attaching a copy to the landlord's door or by leaving a copy with an adult who apparently resides with the landlord.

I find that text message is not a method of service in accordance with section 88 of the *Act*.

For these reasons, I find that a forwarding address has not been served to the landlords in accordance with section 88 of the *Act*.

Therefore, I dismiss the tenant's application for the return of the security deposit based on the e-mail address sent by text message, without leave to reapply.

The tenant must provide the landlords a complete mailing address and serve it in one of the ways prescribed by section 88 of the *Act*, or according to Residential Tenancy Policy Guideline #49, if the tenant wants to apply through the Direct Request process.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The tenant's application for the return of the security deposit based on the e-mail address sent to the landlords by text message, is dismissed, without leave to reapply.

I dismiss the tenant's application to recover the filing fee paid for this application 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: October 05, 2021

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Residential Tenancy Branch