



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL-S MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlords applied for a monetary order in the amount of \$24,495.27 for unpaid rent or utilities, for damage to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

Attending for the landlords were the landlords RB and JO (landlords) and their legal counsel, VR (counsel). Attending for the tenants were KO, BM, and KS (tenants). All participants except for counsel were affirmed. Counsel was not affirmed as they have already sworn an oath. The hearing process was explained to the parties and an opportunity to ask questions was provided to both parties.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

In addition, everyone on the call was advised that the landlords did not properly amend their application from the original amount from \$24,495.27 to an amount that counsel indicated was an additional \$8,000.00. As a result, the landlord and counsel made a request to withdraw their application in full, which the tenants did not dispute. The landlords and counsel were advised that they would not have their filing fee granted as a result of the withdrawal at the hearing.

Also, the tenants confirmed that they did not provide their written forwarding address to the landlord and instead relied on Canada Post to forward their mail, which the parties were advised does not satisfy section 38 of the Act, which requires tenants to provide their written forwarding address to the landlord after the tenancy ends within one year.

Given the above, the tenants provided their forwarding address during the hearing, which has been included on the style of cause for ease of reference. I find the landlords have been served with the tenants' written forwarding address as of November 19, 2021, which was the date of the hearing. The landlord must deal with the tenants' security deposit and pet damage deposit (combined deposits of \$2,000.00) as required pursuant to section 38 of the Act.

Conclusion

The landlords are at liberty to reapply. This decision does not extend any applicable time limits under the Act.

The filing fee is not granted.

The tenants' written forwarding address has been provided as of November 19, 2021 and is on the style of cause for ease of reference.

The landlords must deal with the tenants' combined deposits of \$2,000.00 as required by section 38 of the Act.

This decision will be emailed to both parties as indicated 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: November 22, 2021

Residential Tenancy Branch