



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT MNSD FFT

Introduction

This hearing was convened as a result of the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenants applied for a monetary claim of \$3,800.00 for the return of double their security deposit and to recover the cost of the filing fee.

Tenant BP (tenant) and the landlord attended the teleconference hearing and gave affirmed testimony. The hearing process was explained, and an opportunity was provided to both parties to ask questions.

As both parties confirmed that they had received documentary evidence prior to the hearing and had the opportunity to review that evidence, I find there are no service issues to address further. Words utilizing the singular shall also include the plural and vice versa where the context requires.

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 and any applicable orders would be emailed to them.

Issues to be Decided

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

Background and Evidence

A copy of the tenancy agreement was submitted in evidence.

The landlord stated that they have not received the tenants' written forwarding address since they vacated the rental unit. As a result, the tenant was asked if they had ever provided their written forwarding address, other than in the application itself. The tenant confirmed that they had not.

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 tenants' application is premature, due to the fact that the tenant confirmed that the tenants have not served the landlord with their written forwarding address. In addition, the application itself does not constitute a written forwarding address. As a result, and in accordance with RTB Practice Directive 2015-01, I find that the landlord has been served with the written forwarding address of tenant BP as of the date of the hearing, December 2, 2021, which has been included on the style of cause for ease of reference.

The landlord must deal with the security deposit in accordance with section 38 of the Act.

Should the landlord fail to deal with the security deposit in accordance with section 38 of the Act, I grant the tenants leave to reapply for double the return of the security deposit.

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

Conclusion

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

The landlord has received the written forwarding address of tenant BP as of December 2, 2021, the date of the hearing.

The tenants have been granted leave to reapply for double the return of the security deposit should the landlord fail to deal with the security deposit in accordance with section 38 of the Act.

The filing fee is not granted as noted above.

This decision will be emailed to both parties.

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: December 7, 2021

Residential Tenancy Branch