



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, MNDL, FFL

Introduction

This hearing was scheduled to deal with a landlord's application for monetary compensation against the tenants and authorization to retain their security deposit.

The landlord and one of the co-tenants appeared for the hearing. The parties were affirmed.

Procedural Matters

At the outset of the hearing, I explored service of hearing materials upon each other.

The landlord testified that she had sent her Application for Dispute Resolution and evidence to the tenants in a registered mail envelope on July 5, 2021 even though she had not yet received the proceeding package from the Residential Tenancy Branch ("RTB"). The tenant confirmed receipt of this package and the absence of a proceeding package. The tenant submitted that he determined the details of the teleconference call after he contacted the RTB and the RTB provided him with a courtesy copy of the Notice of Dispute Resolution Proceeding.

The landlord stated that she did not send the proceeding package to the tenants after she received a copy of it from the RTB because the tenant's forwarding address was the rental unit address, that the tenant had stated in his July 1, 2021 email was only good for 30 days from July 1, 2021, and the post office would not use a mail forwarding service to send registered mail.

The tenant pointed out that the July 5, 2021 registered mail was successfully delivered to him using the mail forwarding service. The landlord claimed that package went through as a "favour" the postal clerk did for her that one time.

The tenant stated he was prepared to be deemed served with a view to resolving this dispute today. I deemed the tenant before me sufficiently served; however, the other co-tenant was not at the hearing to indicate she was willing to be deemed served and I did not deem her sufficiently served.

The tenant testified that he sent his rebuttal evidence to the landlord via registered mail on January 6, 2022. The landlord confirmed receipt of this package.

I explained the hearing process to the parties and I started to hear the landlord's claim; however, shortly into hearing the landlord's claims the landlord acknowledged that she had not submitted and served any of the receipts/invoices for expenditures incurred after the tenancy ended evidence because she was in such a panic to try to serve the tenants in July 2021 and because she did not think subsequent registered mail would work using a mail forwarding service based on what she was told at the post office. The landlord then stated she was not prepared to proceed and requested that her claim be withdrawn at this time so that she may gather and submit/serve all of her evidence.

In the event the landlord re-files, the landlord requested the tenant provide his current address. The tenant declined at this time but confirmed that the mail forwarding service they purchased is good for one year from July 1, 2021, that it has not been cancelled, and Canada Post will send registered mail to the tenants using the mail forwarding service they have in place. I cautioned the tenant that if that if registered mail cannot be delivered using the mail forwarding service and the landlord reapplies and sends the tenants registered mail as directed by the tenant, using the rental unit address, the landlord may have another hearing without the tenants being aware. The tenant indicated he understood but he was confident registered mail sent to them at the rental unit address would reach the tenants.

In light of the above, I dismissed the landlord's claim against the tenants with leave to reapply.

The landlord confirmed that she did not invite the tenants to participate in a move-in inspection with her but that the tenant did participate in the move-out inspection with her. As such, I am satisfied there was no extinguishment of their right to return of the security deposit. Since the tenants had provided the landlord with a forwarding address and the tenancy ended on July 1, 2021, and the 15 day time limit for making a claim against the security deposit has since passed, I order the security deposit of \$650.00

returned to the tenants in keeping with Residential Tenancy Policy Guideline 17.
Provided to the tenants with this decision is a Monetary order in the amount of \$650.00.

Conclusion

The landlord's monetary claim against the tenants is dismissed, with leave to reapply.

The tenants are provided a Monetary Order in the amount of \$650.00 for return of the security deposit.

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: January 25, 2022

Residential Tenancy Branch