



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 520 MOODY PARK RENTALS
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSDB-DR, FFT

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 filed by the Tenants for a monetary order for the return of a security deposit and a pet damage 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 confirms that a tenant must provide copies of certain documents that prove the landlord failed to comply with section 38(1) of the Act. Among others, these documents must include a copy of the signed tenancy agreement and a copy of the forwarding address given to the landlord. The language in Policy Guideline #49 is mandatory.

In this case, the tenancy agreement submitted into evidence is signed by the Landlord but is not signed by the Tenants.

Further, I note that the Tenants submitted an image depicting one page of a type-written letter to the Landlord dated November 24, 2021 and an Xpresspost mailing label which indicates that the package was sent from the rental address. The letter provided the Landlord with an email address for the return of the security and pet damage deposits and stated: "A mailing address can be supplied upon request." However, section 38(1)

of the Act requires a tenant to provide a forwarding address in writing; it does not place an obligation on a landlord to request a forwarding address in writing.

After examining the documents submitted by the Tenants, I find there is insufficient evidence before me to conclude the Tenants provided the Landlord with a residential forwarding address in writing as contemplated under the Act and Policy Guideline #49.

Considering the above, I order that the Tenants' requests for the return of a security deposit and a pet damage deposit are dismissed with leave to reapply. This is not an extension of any time limit established under the Act.

As they have not been successful, I order that the Tenants' 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: January 24, 2022

Residential Tenancy Branch