



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for the return of their security deposit and pet damage deposit and to recover the cost of the filing fee.

The tenant attended the teleconference hearing and gave affirmed testimony. During the hearing the tenant presented their evidence. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

### Preliminary and Procedural Matters

The tenant was 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 tenant was also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the tenant was 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. The tenant had no questions about my direction pursuant to RTB Rule 6.11.

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

### Issues to be Decided

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

### Background and Evidence

During the hearing, the tenant testified that they have not yet provided their written forwarding address to the landlord since vacating the rental unit on June 30, 2021.

### 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 tenant's application is premature, due to the fact that the tenant confirmed that they have not served their written forwarding address on the landlord. 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 tenant's written forwarding address as indicated below. The tenant's written forwarding address has been included on the style of cause of this decision for ease of reference and was confirmed by the tenant during the hearing.

The landlord must deal with the tenant's security deposit and pet damage deposit within 15 days of March 7, 2022, in accordance with section 38 of the Act. I have used March 7, 2022 as that provides ample opportunity for the landlord to check their email from the RTB.

I grant the tenant leave to reapply for the return of their security deposit and pet damage deposit (Combined Deposits) should the landlord fail to deal with the tenant's Combined Deposits in accordance with section 38 of the Act.

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

### Conclusion

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

I find that the landlord has been served with the tenant's written forwarding address as of March 7, 2022 and has been included on the style of cause for ease of reference.

The landlord must deal with the tenant's Combined Deposits within 15 days of March 7, 2022, in accordance with section 38 of the Act.

The tenant has been granted leave to reapply for the return of their Combined Deposits should the landlord fail to deal with the tenant's security deposit in accordance with section 38 of the Act.

The filing fee is not granted as noted 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: March 1, 2022

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Residential Tenancy Branch