



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL MNDCL FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order in the amount of \$19,349.78.00 for unpaid rent or utilities, for damages to the unit, site or property, for compensation for damage or loss under the Act, regulation or tenancy agreement, to retain the tenants' security deposit towards any amount owing, and to recover the cost of the filing fee.

The landlord and tenants, KF and CF (tenants) attended the hearing. The hearing process was explained, and the parties were provided several opportunities to ask questions. The parties were also affirmed. The tenants had two witnesses, AG and PB (witnesses), neither of which who were called to testify. 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 would be emailed to them.

The tenants asked if their application could be joined with this application. The file number of the tenants' application has been included on the style of cause for ease of reference (Tenants' Application). The Tenants' Application was reviewed during the hearing and the only matter listed is a filing fee and was being "screened" and not yet approved. As a result, the tenants were advised that I would not be joining the Tenants' Application with the landlord's application as it was not yet approved.

While discussing the service of evidence, the landlord referred to a USB thumb drive, which was not uploaded to the Dispute Management System (DMS) and was not forwarded from Service BC. The landlord stated that Service BC received the USB thumb drive, however, either forgot to forward the USB thumb drive or may have lost the USB thumb drive. Furthermore, the landlord was asked about late evidence that was uploaded to the DMS. The landlord testified that they thought the RTB would be sending that evidence to the tenants. The landlord was advised that the RTB does not serve either party with evidence, and that it is up to the parties to serve each other, which is also described in the documents provided to the parties. As a result, and in the interests of fairness to both parties. The landlord was asked if they wanted to withdraw their application. The landlord requested to **withdraw their application in full**. Therefore, I make no findings on the merits of the matter and permit the landlord to withdraw their application in full.

I do not grant the filing fee as a result.

The landlord is at liberty to submit a new application. This decision does not extend any applicable timelines under the Act.

The tenants testified that they have not provided their written forwarding address since they vacated the rental unit on October 31, 2021. Although the tenants did confirm they have filed an application, pursuant to RTB Practice Directive 2015-01, a forwarding address only provided by the tenants on the Application for Dispute Resolution form does not meet the requirement of a separate written notice and should not be deemed as providing the landlord with the forwarding address.

Accordingly, I make no order regarding the tenants' \$700.00 security deposit as I find the tenants have not yet provided their written forwarding address to the landlord as required by section 38 of the Act.

Conclusion

The landlord has withdrawn their application in full and are at liberty to reapply. This decision does not extend any applicable time limits under the Act.

The filing fee is not granted.

This decision will be emailed to both parties as noted above.

As the tenants confirmed that they have not provided their written forwarding address to the landlord, I make no order regarding the return of the security deposit.

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 11, 2022

Residential Tenancy Branch