



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S FFL

### Introduction and Analysis

This hearing dealt with the landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$1,207.42 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain the tenant's security deposit and pet damage deposit, and to recover the cost of the filing fee.

The landlords attended the teleconference hearing. The tenant did not attend the teleconference hearing, which lasted a total of 43 minutes. As a result, the landlords were asked how they served the tenant with the Notice of Hearing, application and documentary evidence (Hearing Package). The landlords testified that they mailed the Hearing Package to the address listed on the outgoing Condition Inspection Report (CIR) provided by the tenant. A registered mail tracking number was provided, which has been included on the cover page of this decision for ease of reference. The landlords were advised that I was not satisfied with service as the address listed on their application did not match the written forwarding address listed by the tenants in the outgoing CIR. Furthermore, the registered mail tracking sticker was left blank and did not contain the address where the registered mail package was mailed.

Both parties have the right to a fair hearing. The tenant would not be aware of the hearing without having received the Notice of Hearing and application. Therefore, I **dismiss** the landlords' application **with leave to reapply** as I am not satisfied that the tenant has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

In addition to the above, the landlords requested to search the Canada Post website during the hearing to determine if the postal code missing from the outgoing CIR was available and that the address existed that was provided by the tenant. Both the landlords and the undersigned had the same search results that the address provided by the tenant did not exist in Victoria, BC as written by the tenant on the outgoing CIR. Therefore, the tenants were advised that I would not be ordering the landlords to return the remaining combined deposits as I find the tenant failed to provide a written forwarding address that exists.

I also note that the landlords testified that they have already returned, via e-transfer, \$2,352.58 of the \$3,450.00 combined deposits, which leaves a balance of the combined deposits being held by the tenant of \$1,107.42.

### Conclusion

The landlords' application is dismissed with leave to reapply due to a service issue. This decision does not extend any applicable time limits under the Act. This decision will be emailed to both parties at the email addresses confirmed during the hearing.

I do not grant the filing fee due to the service issue. It is up to the tenant to provide a written forwarding address that exists, in accordance with section 38 of the Act.

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: May 3, 2022

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Residential Tenancy Branch