



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINLINE LIVING PROPERTY
MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, AS, OLC, FFT

Introduction

On May 4, 2022, the Tenant made an Application for Dispute Resolution seeking a return of the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”), seeking to assign or sublet the tenancy pursuant to Section 65 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing, and T.B. attended the hearing as an agent for the Landlord. T.B. advised that the named Respondent is incorrect, and she provided the name of the actual Landlord of the rental unit. The Tenant did not have any opposition to the Application being amended to reflect the proper Landlord. As such, the Style of Cause on the first page of this Decision has been amended to reflect this correction.

At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

The Tenant advised that the Notice of Hearing and evidence package was served to the Landlord by email on May 16, 2022. T.B. confirmed that this package was received, and she stated that she had no opposition to the manner with which it was served. Based on this undisputed testimony, I am satisfied that the Landlord was sufficiently served the Tenant’s Notice of Hearing and evidence package. As such, I have accepted this

evidence and will consider it when rendering this Decision.

T.B. advised that the Landlord's evidence was served to the Tenant by email; however, she was not sure when this was done, but it was more than 10 days ago. The Tenant confirmed receiving this evidence more than 10 days ago. Based on this undisputed testimony, I am satisfied that the Tenant was served with the Landlord's evidence. As such, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to a return of the security deposit?
- Is the Tenant entitled to assign or sublet the tenancy?
- Is the Tenant entitled to an Order to comply?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on April 1, 2022, as a fixed term tenancy ending on March 31, 2023. However, the tenancy ended by way of mutual agreement on May 31, 2022. Rent was established in the amount of \$1,590.00 per month and was due on the first day of each month. As well, a security deposit of \$795.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

The Tenant advised that she did not provide a forwarding address in writing.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the

following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Given that the tenancy has ended as of May 31, 2022, it is not necessary to consider the merits of granting an assignment or sublet of the rental unit, nor is it possible to Order the Landlord to comply with a tenancy that has already ended.

Furthermore, as the Tenant has not provided a forwarding address in writing, this Application requesting a return of the security deposit is premature.

As such, there are no matters in this Application that can be addressed, so the Tenant's Application is dismissed without leave to reapply. However, the matter with respect to the Tenant's security deposit is dismissed with leave to reapply should the Tenant provide a forwarding address in writing, and should the Landlord then not comply with Section 38 of the *Act*.

As the Tenant was not successful in these claims, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

Based on the above, I dismiss the Tenant's Application for Dispute Resolution without leave to reapply, with the exception of the matter regarding the security deposit. This is dismissed with leave to reapply, if necessary. However, this does not extend any applicable time limits under the legislation.

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: September 8, 2022

Residential Tenancy Branch