

DECISION

Introduction

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 the tenants' Application for Dispute Resolution (Application) for:

- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit pursuant to sections 38 and 67 of the Act (\$1,012.50)
- authorization to recover the filing fee for this application from the landlord pursuant to section 72 of the Act (\$100.00)

Service of Notice of Dispute Resolution Proceeding - Direct Request

The tenants submitted a signed Proof of Service Tenant's Notice of Direct Request Proceeding which declares that the landlord was served with the Notice of Dispute Resolution Proceeding - Direct Request (Proceeding Package) in accordance with section 89 of the Act. The applicants provided a copy of the Canada Post Customer Receipt containing the tracking number to confirm this service. Based on the written submissions of the tenants and in accordance with section 90 of the Act:

- I find that Landlord D.B. was served on October 5, 2022, by registered mail, and is deemed to have received the Proceeding Package on October 10, 2022, the fifth day after the registered mailing.

Issue(s) to be decided

Are the tenants entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit? (\$1,012.50)

Are the tenants entitled to recover the filing fee for this application from the landlord? (\$100.00)

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The tenants submitted the following evidentiary material:

- A copy of a residential tenancy agreement which was signed by the landlord and the tenants on November 21, 2021, indicating a current monthly rent of \$1,350.00, a security deposit of \$675.00, and a pet damage deposit of \$337.50, for a tenancy commencing on January 1, 2022;
- A copy of a notice to vacate from the tenants, dated June 20, 2022, indicating the tenancy would end as of July 31, 2022, and providing a forwarding address;
- A copy of a witnessed Proof of Service Tenant's Forwarding Address form which indicates that the notice to vacate letter with forwarding address was left in the landlord's mailbox at 9:43 am on June 20, 2022;
- A copy of a Tenant's Direct Request Worksheet showing the amount of the deposits paid by the tenants and indicating the tenancy ended on July 31, 2022.

Analysis

Are the tenants entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?

Section 38(1) of the Act stipulates that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, the landlord must either repay any security or pet damage deposit or make an application for dispute resolution claiming against the security deposit or the pet damage deposit.

I find the forwarding address provided by the tenants in the notice to vacate letter is incomplete as it does not provide the city, province, or postal code for the forwarding address.

For this reason, the tenants' application for a Monetary Order for the return of the deposits based on the forwarding address of June 20, 2022, is dismissed without leave to reapply.

The tenants must reissue the forwarding address and provide the full details to the landlord if the tenants want to apply through the Direct Request process.

Are the tenants entitled to recover the filing fee for this application from the landlord?

As the tenants were not successful in this application, the tenants' application for authorization to recover the filing fee for this application from the landlord is dismissed, without leave to reapply.

Conclusion

The tenants' application for a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit, based on the forwarding address dated June 20, 2022, is dismissed, without leave to reapply.

The tenants' application for authorization to recover the filing fee for this application from the landlord 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: November 14, 2022

Residential Tenancy Branch