



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, OLC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants October 11, 2022 (the “Application”). The Tenants applied as follows:

- To suspend or set conditions on the Landlord's right to enter the rental unit
- For an order that the Landlord comply with the Act, regulation and/or the tenancy agreement
- To recover the filing fee

The Tenants filed an Amendment January 27, 2023, seeking return of their security deposit.

The Tenants and Landlord appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

Tenancy has ended

The parties agreed the Tenants moved out of the rental unit October 31, 2022.

The Tenants acknowledged their requests to suspend or set conditions on the Landlord's right to enter the rental unit and for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement are no longer an issue because they have moved out of the rental unit. These requests are dismissed without leave to re-apply.

Service of the Amendment

I addressed service with the parties. The Landlord testified that they did not receive the Amendment and did not know the Tenants were seeking return of their security deposit at this hearing. The Tenants testified that they tried to serve the Amendment on the Landlord but had the wrong address. The Tenants testified that they did not re-serve the Amendment because the RTB told them the Amendment could not be processed and to file a new Application for Dispute Resolution seeking return of the security deposit.

Given the Tenants had not served the Amendment on the Landlord as required by rule 4.6 of the Rules, I declined to allow the Application to be amended or to hear the parties on the security deposit issue.

Application

Given the issues raised in the Application are no longer an issue, and given the Application was not amended, the Tenants have not been successful in the Application and therefore are not entitled to recover the filing fee. This request is dismissed without leave to re-apply.

Forwarding address and emails for service

Given both parties wish to file further Applications for Dispute Resolution in relation to this tenancy and the security deposit, I spoke to the parties about forwarding addresses and addresses for service. The Tenants testified that they previously provided the Landlord with their forwarding address in writing by posting it on the Landlord's door. The Landlord denied receiving a copy of the Tenants' forwarding address posted on their door. Given the disagreement, the Tenants provided their forwarding address to the Landlord during the hearing, and it is written on the front page of this Decision. The Tenants confirmed the forwarding address on the front page of this Decision is the forwarding address for all three Tenants. The Tenants also advised that registered mail cannot be sent to the forwarding address and therefore agreed that the Landlord could serve Tenant A.W. and Tenant L.M. at their email addresses noted on the front page of this Decision. Given this, the Landlord is allowed to serve Tenant A.W. and Tenant L.M. by email at the email addresses noted on the front page of this Decision. I note that Tenant E.H. had exited the conference call at this point and therefore I could not confirm how they could be served moving forward.

To be clear, I have not decided whether the Landlord previously received the Tenants' forwarding address in writing and the parties can address this at future hearings. However, the Landlord will be considered to have received the Tenants' forwarding address on the date they receive this Decision at the latest.

Conclusion

The Application is dismissed without leave to re-apply.

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: February 14, 2023

Residential Tenancy Branch