



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## **DECISION**

Dispute Codes      MNRL-S, LRSD, FFL / MNDCT, MNSD, MNETC, OFT, FFT

### Introduction

This reconvened hearing took place following applications for dispute resolution (Applications) from both parties under the *Residential Tenancy Act* (the Act), which were crossed to be heard simultaneously.

### Preliminary Issues

#### *Withdrawal of Applications*

When the matter of service of the Notice of Dispute Resolution Proceedings (the Materials) and evidence of the parties was discussed, it became apparent that there were issues with the particulars and evidence for both Applications.

The Landlord indicated they had intended to include claims for damage to the rental unit and for unpaid rent, not just utilities, in their Application but had omitted them by mistake. Also, the Tenant had not served the evidence submitted with their Application to the Landlord. Both parties requested to withdraw their Applications, consented for the other's Application to be withdrawn, and agreed that new applications may be submitted in the future.

In light of the above, and in accordance with rule 7.12.1 of the *Rules of Procedure*, both Applications were withdrawn at the hearing. I remind the parties they are free to try and settle their dispute themselves instead of submitting further applications to the RTB. If further applications are submitted, I encourage the parties to carefully review the claims raised in their applications and follow instructions regarding service of evidence.

*Tenant's forwarding address*

Since one of the claims in the Landlord's Application was for authorization to retain the Tenant's security deposit and the Tenant sought the return of their deposit, as a practical consideration, service of the Tenant's forwarding address in writing was discussed. The withdrawal of the Landlord's claim to retain the security deposit could have an impact on their ability to comply with the fifteen-day timeframe set out in section 38(1) of the Act.

The parties agreed that the Tenant's forwarding address was provided on their Application Materials and through no other method. The Tenant confirmed their forwarding address listed on the Materials was current and correct, save for a minor omission of the direction of the street.

Given the above, as was discussed with the parties during the hearing, under section 71(2)(b) of the Act I order the Tenant's forwarding address was served to the Landlord and is ordered received on December 5, 2024 – the day of the hearing.

I explained to the Landlord that as they have been served with the Tenant's forwarding address, they must deal with the security deposit in accordance with section 38(1) of the Act, which means that within fifteen days of December 5, 2024 they must:

- Return the security deposit to the Tenant;
- Obtain the Tenant's written consent to retain the security deposit; or
- Submit an application to the RTB seeking authorization to retain the security deposit.

Failure to comply with section 38(1) of the Act on the Landlord's part will result in the doubling provisions of section 38(6) of the Act applying.

*Future service*

Both parties agreed the email addresses listed on the front page of this Decision may be used for future service. Parties are reminded that a record sent by email is deemed received three days after it is sent, per section 44 of the *Residential Tenancy Regulation*.

Conclusion

Both Applications are withdrawn, with the consent of both parties. I make no findings on the merits of either Application.

The parties' requests to recover the filing fees are 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 Act.

Dated: December 5, 2024

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Residential Tenancy Branch