



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for a monetary order for damage to the unit, site or property; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

The landlords attended the hearing, one of whom gave affirmed testimony, and the landlords have provided evidentiary material in advance of the hearing. One of the named tenants briefly joined the call saying that he only had 25 minutes. When asked if he also represented the other tenant, he left the call abruptly saying, "I'm not doing this." The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and neither of the tenants re-joined the call.

### Background and Evidence

The landlord testified that the tenants paid the landlords a security deposit in the amount of \$500.00 as well as a pet damage deposit in the amount of \$500.00, both of which are still held in trust by the landlords. The landlord is not sure when the tenants moved out of the rental unit, however the move-out condition inspection was scheduled for March 17, 2016, and the landlords received the tenants' forwarding address in writing on March 9, 2016. The tenancy ended as a result of the landlords issuing a 2 Month Notice to End Tenancy for Landlord's Use of Property which was effective March 31, 2016 and the tenants were not required to pay rent for that month.

The landlord further testified that the tenants were served with the Landlord's Application for Dispute Resolution and notice of this hearing by registered mail on March 27, 2016. Both hearing packages, one for each of the 2 named tenants, were in the same envelope. A search on Canada Post tracking system shows that both tenants signed for the package on March 31, 2016.

### Analysis

The *Residential Tenancy Act* specifies that each tenant must be served individually if the landlords are claiming a monetary order. That didn't happen in this case, although one of the tenants joined the call and then disconnected. In the circumstances I find it appropriate to dismiss the landlords' application with leave to reapply.

Having heard some testimony, I accept that the landlords received the tenants' forwarding address in writing on March 9, 2016. The landlords filed the application for dispute resolution on March 24, 2016, which is 15 days later. The *Act* requires the landlords to apply for dispute resolution claiming against the deposits or to return them to the tenants within 15 days of the later of the date the tenancy ends or the date the landlords receive the tenants' forwarding address in writing. The notice to end the tenancy given by the landlords was effective March 31, 2016, and I find that the landlords have filed the Landlord's Application for Dispute Resolution within the time required under the *Act*.

### Conclusion

For the reasons set out above, the landlords' application is hereby dismissed with 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: October 07, 2016

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Residential Tenancy Branch

