Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNDL MNRL MNDCL-S FFL

Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for the following a monetary order of $24,153.00 for damages to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord, a support person for the landlord JB (support), respondents NDR and YRS and their counsel ZA (counsel) attended the teleconference hearing. All parties were affirmed and a copy of the tenancy agreement was presented in evidence.

According to the tenancy agreement, the tenant is a listed company. The landlord testified that they did not serve the tenant company listed on the tenancy agreement. Counsel submitted that they do not represent the listed company and as a result, the hearing should not proceed as two individuals were named versus the tenant company. The landlord confirmed that they did not do a company search or apply for substitute service.

Both parties have the right to a fair hearing. The tenant company would not be aware of the hearing without having received the Notice of a Dispute Resolution Proceeding and application. Therefore, **I dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenant company listed on the tenancy agreement has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

As the landlord did claim against the security deposit of $700.00 for the tenant company, I find I must deal with the security deposit at this hearing. As a result, the

landlord was asked if the tenant company ever provided a written forwarding address after a fire in the rental unit on February 18, 2019. The landlord confirmed that the tenancy company has never provided a written forwarding address. Given that section 38 of the Act requires that a tenant provides a written forwarding address within one year from the end of tenancy, and given that there was no evidence before me that the tenancy lasted beyond February 18, 2019 due to a fire, I find that the tenant company did not provide a written forwarding address by February 18, 2020, and that the landlord may keep the entire security deposit as a result.

Given the above, I grant the landlord $100.00 pursuant to section 72 of the Act, due to partial success of their claim.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the Act.

The landlord is entitled to keep the entire $700.00 security deposit due to the tenant company's breach of section 38 of the Act, by failing to provide a written forwarding address by midnight of February 18, 2020.

The landlord is granted a monetary order of $100.00 pursuant to sections 67 and 72 of the Act. The monetary order will be emailed to the landlord only for service on the tenant company.

Should the landlord require enforcement of the monetary order, the order must be first served on the tenant company with a demand for payment letter and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court. The tenant company may be held liable for the costs associated with enforcing the monetary order.

This decision will be emailed to the email addresses provided in the application before me. The monetary order will be emailed to the landlord only for service on the tenant company.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 30, 2020

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Residential Tenancy Branch