

TENANT'S DIRECT REQUESTS



Residential Tenancy Branch

A Direct Request is a process where decisions are made based on written documentation only. No oral hearing is required.

When Tenants Can Apply for a Direct Request

When a tenancy ends, if a tenant wants the landlord to return the [security deposit and/or pet damage deposit](#), the tenant must provide the landlord with a forwarding address within one year after the end of the tenancy.

The landlord has up to 15 days after they receive the forwarding address in writing or the date the tenancy ends (whichever comes later) to return the deposit(s) or apply to the RTB to keep it.

If the landlord does neither, then a tenant may file an application for direct request for return of the deposit(s) and recovery of the filing fee.

Tenants can apply 20 days after the tenancy has ended and they give the landlord their forwarding address (15 days to return the deposit(s) plus 5 days for mail to be received).

When Tenants Cannot Apply for a Direct Request

- If the landlord has an order from the RTB allowing them to keep part or all of the deposit(s).
- If the tenant agreed in writing that the landlord can keep part of all of the deposit(s).
- If the landlord applies for dispute resolution to keep part of all of the deposit(s). In this case, the tenant's application for direct request will be an oral hearing instead.

For example, if the tenant provided a \$500 security deposit and agreed in writing to let the landlord keep \$50, the tenant may only seek return of the balance of \$450.

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Double the Amount of the Deposit(s)

The landlord has up to 15 days after the date the landlord receives the forwarding address in writing or the date the tenancy ends (whichever comes later), to return the deposit or apply to the RTB to keep it.

If the landlord does neither, they cannot claim against the deposit(s) and **must pay the tenant double the amount of the deposit(s).**

There are very few exceptions to this, such as:

- The RTB ordered the tenant pay money to the landlord and the tenant has not paid.
- The tenant agreed in writing that the landlord could keep the deposit to pay a liability or obligation.
- The landlord offered the tenant at least two opportunities to inspect the unit at the beginning or end of the tenancy, and the tenant did not participate (this extinguishes their right to return of the deposit).
- If the landlord permitted the tenant to keep a pet after the start of a tenancy, the landlord offered the tenant at least two opportunities to inspect the unit on or before the day the tenant started keeping the pet, and the tenant did not participate.

See [Policy Guideline 17: Security Deposit and Set off](#) for more information.

**** Remember, a tenancy agreement cannot state that the landlord automatically keeps all or part of the security deposit or the pet damage deposit at the end of the tenancy agreement. ****

Possible Outcomes

- A monetary order is issued requiring the return of double the amount of the outstanding security deposit and/or pet damage deposit (plus the filing fee).
- The matter is adjourned to be reconvened as an oral hearing in which the landlord may also participate.
- The matter is dismissed, with or without leave to reapply.

TENANT'S DIRECT REQUEST

Direct Request Procedure

1. The tenant applies, provides all required documentation, and pays the filing fee.
2. The RTB reviews the application along with all required documents, confirms the landlord has not applied to retain part or all of the deposit(s), and provides the tenant with a Direct Request Proceeding Package.
3. The tenant serves the Direct Request Proceeding Package on each landlord within 3 days of it being issued by the RTB.
4. The tenant completes the Proof of Service Notice for each landlord and uploads it to the Dispute Access Site or submits it to the RTB or Service BC office.
5. RTB reviews the application and documentation and makes a decision.
6. RTB sends the decision and order to the tenant. RTB sends the decision to the landlord.
7. If a monetary order is issued, the tenant serves the monetary order on the landlord.
8. If the order is served and the landlord does not comply, the tenant may enforce the order through the court system.

See [Policy Guideline 49: Tenant's Direct Request](#) for more information.

Documentation Required

- Tenant's Application for Direct Request form (form [RTB-12T-DR](#) or online application).
- Tenant's Direct Request Worksheet (form [RTB-40](#)) providing a detailed calculation of the outstanding security deposit and/or pet damage deposit only.
- A copy of the forwarding address letter given to the landlord (form [RTB-47](#) is recommended) or a copy of the condition inspection report with the forwarding address.
- A copy of the completed Proof of Service of Forwarding Address (form [RTB-41](#)).
- A copy of the signed tenancy agreement (showing the landlord's service address).
- If a pet damage deposit was accepted after the tenancy began, a receipt.

If all supporting documents are not attached or are unclear, the applicant may be asked to provide the missing information.

If the adjudicator has questions regarding the documentation, they may schedule an oral hearing or dismiss the matter with or without leave to reapply.