

DECISION

Dispute Codes MNSD MNR MNDC MND FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords to obtain a Monetary Order to keep all or part of the pet and or security deposit, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for damage to the unit, site or property, and to recover the cost of the filing fee from the Tenants for this application.

Issues(s) to be Decided

Are the Landlords entitled to a Monetary Order a) to keep all or part of the pet and or security deposit, and b) for unpaid rent or utilities, and c) for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and d) for damage to the unit, site or property, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The Landlord testified the hearing packages were served individually to each Tenant by registered mail. The Landlord was not able to provide testimony pertaining to the date the registered mail packages were sent or the tracking numbers of the Canada Post receipts. The Landlord stated that the original receipts were lost.

The Landlord argued that the Tenants were served a second copy of the hearing documents when he placed them in the mail box at the address that was provided on their application for dispute resolution which was filed on September 4, 2009.

Analysis

The Landlord provided evidence that the hearing packages, which were sent to each Tenant, however the Landlord was not able to provide testimony of the date the documents were served and was not able to provide the Canada Post tracking numbers and placing hearing documents in a mail box, when applying for a monetary claim, is not an approved method of service under the Act.

I find that the Landlord has failed to prove that service of the Notice of Dispute Resolution was effected in accordance with Section 89 of the *Residential Tenancy Act*. To find in favour of an application for a monetary claim, I must be satisfied that the rights of all parties have been upheld by ensuring the parties have been given proper notice to be able to defend their rights. As I have found the service of documents not to have been effected in accordance with the *Act*, I dismiss the Landlords' claim, with leave to reapply.

As the Landlords have not been successful with their application, I find that they are not entitled to recover the cost of the filing fee from the Tenants.

Conclusion

I HEREBY DISMISS the Landlords' claim, 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: April 13, 2010.

Dispute Resolution Officer