



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants to obtain a Monetary Order for the return of all or part of their pet and or security deposit and to recover the cost of the filing fee from the Landlords for this application.

### Issue(s) to be Decided

1. Did the Landlords breach the *Residential Tenancy Act*, regulation, or tenancy agreement?
2. If so, have the Tenants met the burden of proof for a monetary claim as a result of that breach?

### Background and Evidence

At the onset of the hearing the Tenants confirmed they served the Landlords notice of this hearing, via registered mail, to the address of the rental unit. The Landlords did not reside at the rental unit address.

The Tenants confirmed the registered mail packages were returned to them undelivered and that they had knowledge that the Landlords were moving at the same time they were ending their tenancy.

### Analysis

The evidence supports the Notice of Dispute Resolution packages were sent via registered mail to each Landlord to an address where the Landlords did not reside. The applicants were aware, prior to making their application that the Landlords moved to a different city.

I find that service of the Notices of Dispute Resolution were not effected in accordance with Section 89 of the *Residential Tenancy Act* which states that service of Notice of Dispute Resolution, if sent via registered mail, must be sent to the address at which the person resides or carry on their business as a landlord.

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 Tenants' claim, with leave to reapply.

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

#### Conclusion

**I HEREBY DISMISS** the Tenants' 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: January 14, 2011.

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Residential Tenancy Branch