



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was scheduled to hear the landlord's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing.

The tenant raised an issue with service of the hearing documents. The tenant stated that one registered mail package was received by the female tenant at the address of the male tenant's parents' house. The landlord submitted that two registered mail packages were sent, one to each tenant, using the address the landlord had one file for the tenants. The tenant confirmed that his parent's home is where he lives "on and off". The other co-tenant confirmed that they currently reside with the male tenant's parents.

The tenant stated that the landlord did not supply any evidence to support the landlord's claims against them. I also noted that I did not receive evidence from the landlord. The landlord submitted that evidence was provided to the tenants and to the Branch. I asked the landlord to obtain or provide proof of service of evidence upon the Branch. The landlord could not retrieve the requested information.

It was undisputed that the landlord continues to hold a security deposit and the tenants had not provided the landlord with a forwarding address in writing.

The applicant bears the burden to prove service of their Application for Dispute Resolution upon the other party. Further, a party that submits evidence has the burden to prove service of that evidence. I found that I was not satisfied the landlord had sufficiently served the tenants or the Residential Tenancy Branch with the hearing documents or evidence and I dismissed the landlord's application with leave to reapply.

I made no order for return of the security deposit as the tenants had not yet provided a forwarding address to the landlord, in writing. Both parties were informed that they retain the right to make future applications with respect to the security deposit and/or any other damages or loss attributable to this tenancy.

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: July 19, 2012.

Residential Tenancy Branch