



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mondeliving
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction and Analysis

This hearing dealt with the tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for the return of all or part of the security deposit and pet damage deposit, and to recover the filing fee.

The male tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The male tenant testified that the Notice was mailed via registered mail to the rental unit on March 11, 2013. A tracking number was provided in evidence. The documentary evidence indicates that the registered mail package was addressed to "Any Tenant". The male tenant stated that he was hoping that one of the tenants in the rental unit would serve the name included on the package which was a first name only, and not a full name.

Residential Tenancy Branch Policy Guideline #12 Service Provisions requires that where a tenant is serving a landlord by registered mail, the address for service must be mailed to the address at which the person carries on business as a landlord. The male tenant confirmed that he has not performed a company search to date, and therefore does not have the business address for the landlord. Therefore, **I find** the landlord has not been served in accordance with Policy Guideline #12 as the tenants mailed the Notice to the rental unit address and not the business address of the landlord.

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing. Therefore, **I dismiss** the tenants' application **with leave to reapply** as the landlord has not been sufficiently served with the Notice. I note this decision does not extend any applicable time limits under the *Act*.

Conclusion

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

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

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: May 30, 2013

Residential Tenancy Branch