



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION ON REQUEST FOR CORRECTION OR CLARIFICATION

Dispute codes: FF MNSD

The applicant has requested a correction to the Residential Tenancy Branch Decision and Order dated April 15, 2013.

Section 78 of *Residential Tenancy Act* enables the Residential Tenancy Branch to correct or clarify a Decision or Order.

The applicant requests a change to a finding in the Decision as to the provision of the forwarding address by the tenant to the landlord. In the Decision the Arbitrator found that the forwarding address was received by the landlord in February 2013 although the tenant submitted that she supplied her forwarding address in November 2012 and the tenant submits that the landlord agreed. The tenant says that further proof of delivery is that "...my application for dispute resolution is dated January 7, 2013. It was the respondent who did not file until February 2013."

The tenant submits documentation which she says was provided with the original application and which should be considered with this application. The tenant says that as a result of this error the tenant was not awarded double her deposit (an additional \$500.00).

I find that the evidence now supplied supports a clarification of the Decision although it does not support a correction.

In the Decision rendered April 15, 2013 the Arbitrator states that the tenant "...supplied her forwarding address to the landlord in February 2013 and I am satisfied that the landlord filed her application within the time limits allowed under the Act, I therefore dismiss the tenant's claim for recovery of double the deposit."

The tenant states that she produced evidence to show that the landlord received her forwarding address in November by way of delivery from Canada Post. The Act does allow for service and/or delivery by way of mail and defines registered mail as "...any method of mail delivery provided by Canada Post for which confirmation of delivery to a

named person is available". However, service by this method is a rebuttable presumption. This means that if a party disputes receiving the item, the other party must bring sufficient evidence to show that the item was in fact delivered to the person named.

In this case, the landlord testified that she never heard from the tenant after the tenancy ended in September 2012 until she received the tenant's Application for Dispute Resolution approximately February 12, 2013. The landlord then filed her own Application seeking to retain the tenant's deposit on February 27, 2013.

With respect to the provision of the forwarding address, while the tenant did produce a typewritten note dated November 2, 2013 addressed only to *[information removed]* stating:

My forwarding address is PO Box *[information removed]*, *[information removed]*, BC

and a receipt that a Canada Post item was sent to the landlord. The note itself displays no mailing address and the type of Canada Post receipt provided is one that is often completed by the sender. However, this type of receipt might be acceptable if print-outs from the Canada Post website regarding delivery supported the receipt. In this case while the print-out from Canada Post shows that an item with the same item number was delivered, it shows only that it was delivered to "Duncan", no full address is set out and no person is named as the recipient. Further, there is no signature of the person who accepted delivery. In fact the print-out notes that the "Signature option was not requested". Without a named recipient and a signature I cannot find that an item was delivered to "...a **named person...**" (emphasis added).

It is worth noting for clarification purposes that while the tenant may have served her Application and/or evidence in the same manner and this found to be acceptable, it would be so because the landlord did not dispute service of these items.

Again, for clarification purposes, it is worth noting that the tenant has also produced text messages in which she appears to have supplied her forwarding address to the landlord, however delivery by way of text message is not an approved form of delivery.

Finally, with respect to the tenant stating that further proof of delivery of her forwarding address in November is the filing her application in January 2013, this tenancy ended in September 2012 yet the tenant did not file her application until January 2013. There are gaps between each event. In any event, even given that the tenant filed her application

in January 2013 this does not support a finding that she delivered her forwarding address to the landlord in November 2012.

The tenant's application for a correction to the Decision and Order is therefore dismissed.

Dated: May 6, 2013.

Residential Tenancy Branch

