



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW CONSIDERATION DECISION

Dispute Codes: MNDC MNSD

Introduction

On May 29, 2013 a dispute resolution hearing was conducted to resolve a dispute between these two parties. The Tenant had applied for a monetary order for the return of double the security deposit. The Landlord did not attend the hearing. The Tenant's Application was granted. The Landlord has applied for review of this decision.

Division 2, Section 79(2) under the *Residential Tenancy Act* says a party to the dispute may apply for a review of the decision. The application must contain reasons to support one or more of the grounds for review:

1. A party was unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control.
2. A party has new and relevant evidence that was not available at the time of the original hearing.
3. A party has evidence that the director's decision or order was obtained by fraud.

Issues

Was the Landlord unable to attend the original hearing because of circumstances that could not be anticipated and were beyond the party's control?

Facts and Analysis

The Landlord states, "I did not receive any Registered Mail. Had I known there was a Registered Mail for pick up I would have made every effort to pick up on the weekend (when I am not working). I would have made every effort to attend hearing."

The Landlord also states that had the Landlord attended, "photographs of damaged carpet due to contamination of dog urine. Written estimate by professional carpet cleaner confirming replacement of carpet."

The Landlord has highlighted a portion of the original decision, "Return to sender".

I find that the Landlord has failed to provide sufficient evidence to show that Landlord was unable to attend due to circumstances that could not be anticipated and were beyond their control. In the original decision, the Arbitrator was satisfied that the Landlord was served with the notice to end tenancy via Canada Post Registered Mail on March 7, 2013. Copies of the Canada Post Customer Tracking Receipts were provided. The Landlord has argued that no notification was given for the Registered Mail Package. A review of the Canada Post online tracking of the Registered Mail Package show that it was received by Canada Post on March 7, 2013. March 11, 2013 an attempted service was made by Canada Post and a notification letter was left for the Landlord. March 17, 2013 a Final notice of attempted service was given to the Landlord by Canada Post with a warning that the package would be returned to the sender if it was not picked up within 10 days. April 10, 2013, Canada Post returns the process the package to be returned to the sender as unclaimed. The Landlord has failed to provide any evidence to support their claim that the registered mail package notification(s) were not received.

The Landlord has also stated that there were issues of damage, but I find that these are not relevant to the Application filed by the Tenant for the return of the security deposit. These would be subject to an application for damages by the Landlord.

Decision

The Landlord's Application for review is denied.

The decision made on May 29, 2013 stands.

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: June 12, 2013