



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled for 9:30 a.m. on this date to deal with cross applications. The tenant did not appear at the hearing despite leaving the teleconference call open until 9:45 a.m. The landlord appeared at the commencement of the hearing and indicated he was prepared to deal with both the tenant's Application and the landlord's Application.

Preliminary and Procedural Issues

Tenant's Application

On June 21, 2013 the tenant applied for return of double the security deposit and monetary compensation for damage or loss under the Act, regulations or tenancy agreement. The landlord confirmed receiving the tenant's Application for Dispute Resolution near the end of June 2013 and was prepared to respond to the tenant's claims during this hearing. Since the tenant did not appear at the hearing to establish an entitlement to the amounts she was seeking and the landlord did appear in order to respond to the tenant's claims **I dismiss the tenant's Application for Dispute Resolution without leave.** Accordingly, the tenant no longer has the right to seek return of the security deposit and it may be retained by the landlords.

Landlord's Application

As the tenant did not appear at the hearing I proceeded to enquire about service of the landlord's Application for Dispute Resolution upon the tenant. The landlord testified that the tenant had not provided the landlords with a forwarding address prior to serving them with her Application for Dispute Resolution. I heard that after filing the landlord's Application on September 16, 2013 the landlord attended the service address provided by the tenant on her Application with the intention to serve her with the landlord's hearing package in person; however, the landlord determined that the tenant was no longer living at that address. The landlord confirmed with the landlord of that property that the tenant had moved out at the end of June 2013.

The landlord also stated that an evidence package was received from the tenant in mid-September 2013 but that the envelope it arrived in did not include a return address for the tenant except for her name and a city. Thus, the tenant's evidence package did not give sufficient information as to where the landlord could serve the tenant.

The landlord explained that without any other service address for the tenant, on September 19, 2013, the landlords sent their hearing package to the tenant via registered mail using the service address provided by the tenant on her Application for Dispute Resolution. A search of the registered mail tracking number shows that notice cards have been left for the tenant at the address she provided on her Application for Dispute Resolution but that it remains at the post office waiting to be picked up.

Dispute resolution proceedings are based on the principles of natural justice. Natural justice requires that a respondent be informed of the nature of the claim and the monetary amount sought against them by the applicant so that the respondent may provide a response or defense. This is one of the primary purposes of serving the Application for Dispute Resolution and Notice of Hearing upon the respondent.

Sending an Application for Dispute Resolution to a tenant by registered mail is acceptable provided the address used for service is the respondent's address of residence or the tenant's forwarding address at the time of mailing. Although the tenant provided the landlords a service address in late June 2013 when she served them with her Application for Dispute Resolution the landlords waited more than 2.5 months to file their own Application for Dispute Resolution and by that time the tenant had moved. I am also satisfied that the tenant has not provided the landlords with a new or current service address.

Given the purpose of serving hearing documents upon a respondent, as described above, and considering the length of time the landlords waited to file their Application for Dispute Resolution, I find that to proceed with the landlord's Application for Dispute Resolution would violate the principals of natural justice as I am satisfied the tenant is unaware of the claims being made against her. Therefore, **I dismiss the landlords' Application with leave to reapply** so that they serve her with notice of their claims. The time limit to make an Application for Dispute Resolution is within two years after the end of the 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: September 26, 2013

Residential Tenancy Branch

