



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 10:07 a.m. in order to enable the tenants to connect with this teleconference hearing scheduled for 9:30 a.m. Landlord MJMBF (the landlord) attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. He testified that the landlords sent both tenants copies of their dispute resolution hearing package to the mailing address provided to the landlords at the end of this tenancy by registered mail on July 15, 2013. The landlords provided the Canada Post Tracking Number to confirm these registered mailings. The landlord testified that Canada Post returned these documents as unclaimed. In accordance with sections 89(1) and 90 of the *Act*, I find that the tenants were deemed served with copies of the landlords' dispute resolution hearing package on July 20, 2013, the fifth day after their mailing.

The landlord testified that he sent the tenants copies of the landlords' written evidence package including receipts and invoices for the damage claimed in the landlords' application by courier. He testified that the courier was unable to deliver this evidence package to the tenants at that address. I noted that section 88 of the *Act* establishes the ways that documents other than those set out in the Special Rules of section 89 of the *Act* are to be served to another party to a dispute resolution hearing. Section 88 does not specify that parties can serve documents by courier.

As the landlords' application relied on the consideration of the evidence package, the landlord withdrew his current application so that he could serve all documents in accordance with the *Act*. The landlords' application is withdrawn.

Conclusion

The landlords' application is withdrawn. The landlords are at liberty to reapply within the time frames established under the *Act*.

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: October 17, 2013

Residential Tenancy Branch

