



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction and Analysis

This hearing dealt with the tenant's Application for Dispute Resolution, seeking a monetary order the return of his security deposit or pet damage deposit.

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The tenant testified that the Notice of Hearing was mailed via registered mail to the rental unit address on October 8, 2013. A tracking number was provided in evidence. The tenant testified that the registered mail package was returned on November 11, 2013 as "unclaimed". The tenant initially stated that the landlord did not live at the rental unit, and then stated that she "may have been a tenant" and then later stated that the tenant "stayed there on occasion" but was not sure when asked about his testimony.

The tenant stated that there was no written tenancy agreement or any service address provided by the landlord during the tenancy. 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 where the landlord resides at the time of mailing or the address at which the landlord carries on business as a landlord.

Based on the tenant's testimony changing during the hearing, I am not satisfied that the landlord was residing at or was carrying on business as a landlord at the address to which the tenant served the landlord the Notice of Hearing by registered mail. Therefore, **I find** the landlord has not been served in accordance with Policy Guideline #12. This is supported by the registered mail package being returned as "unclaimed".

Both parties have the right to a fair hearing and the landlord would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing. Therefore, **I dismiss** the tenant's application **with leave to reapply** due to a service issue. I note this decision does not extend any applicable time limits under the Act.

Conclusion

The tenant's 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: November 15, 2013

Residential Tenancy Branch

