



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested an Order of possession, compensation for damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on February 11, 2014, when he was in the Residential Tenancy Branch (RTB) office, he was able to personally serve the tenant with copies of the Application for Dispute Resolution and Notice of Hearing. The tenant was also in the RTB office; service occurred in the morning.

On March 7, 2014 the landlord amended the application which was sent to the rental unit address via registered mail. That mail was not retrieved by the tenant.

The landlord confirmed the tenant vacated the rental unit on February 28, 2014; the last day of the fixed term tenancy. The tenancy agreement required the tenant to vacate on that date. An Order of possession was not required.

The tenant did not supply a written forwarding address.

The landlord said the tenant gave him written permission to retain the security deposit.

The February 11, 2014 application was made claiming against the deposit; no details of that claim were provided. The landlord said the \$450.00 sum was placed on the application as he had wished to retain the deposit; he said he now had a \$4,000.00 claim as the result of damage to the unit.

The landlord was informed that the amended application, increasing the claim to \$4,000.00 could not be considered, as service to the tenant had failed. The landlord said he was told he could use the tenant's last known address. It was explained that section 89 of the Act requires service must be completed to the residential address of the tenant, the forwarding address given by the tenant or by personal delivery. After

February 28, 2014 the tenant no longer resided at the rental unit address; therefore, service to the rental unit address was not successful.

Therefore, in the absence of a claim against the security deposit I determined that the application was dismissed with leave to reapply within the legislated time-frame. The landlord was encouraged to review facts sheets on service of documents and substitute service. I have made no findings in relation to the security deposit.

Conclusion

The application is dismissed with leave to reapply.

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: March 31, 2014

Residential Tenancy Branch

