



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for a monetary order for a return of her security deposit and a monetary order for money owed or compensation for damage or loss.

The tenant attended the telephone conference call hearing; the landlord did not attend.

The tenant testified that she served the landlord with the Application for Dispute Resolution and Notice of Hearing by registered mail on April 11, 2014. The tenant supplied the receipt showing the tracking number of the registered mail, the tracking history, and a copy of the envelope in which the registered mail was sent, which shows the mail was unclaimed. I must note that the name for the landlord listed on the envelope was not the same name listed on the tenant's application. A finding on service of the tenant's application and Notice of Hearing will be addressed afterwards in this Decision.

The tenant was provided the opportunity to present her evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation?

Background and Evidence

The tenant submitted that this tenancy began in June 2012, ended in March 2014, monthly rent was \$1700, and that she paid a security deposit of \$850 at the beginning of the tenancy.

The tenant's monetary claim is \$1445, comprised of her security deposit to be returned and rent of \$595, which was wrongfully sent to the landlord by the ministry for housing subsidy.

The tenant's additional relevant documentary evidence included a written notice to vacate to the landlord addressed to someone named GB, a letter faxed to the listed landlord requesting the tenant's security deposit, the wrongfully paid rent, and providing a forwarding address, dated March 18, 2014, a copy of a business card from the listed landlord, SG, showing a company name and SG as an operations manager, a response to the tenant's faxed letter stating that SG no longer worked for the company and text message communication between the listed landlord and the tenant.

The tenant submitted that the landlord has not returned her security deposit, despite her requests, and that he illegally cashed a rent cheque, inadvertently sent to him by the ministry for housing subsidy, for the month following the end of the tenancy, for which the tenant has had to repay.

Analysis

Section 89(1) of the Residential Tenancy Act requires that an application for dispute resolution be served upon the respondent (the landlord in this case) in person, or if a landlord, by leaving a copy with an agent of the landlord, by *registered mail* to the address at which the person resides, or if a landlord, by *registered mail* to the address at which the person carries on business as a landlord.

In reviewing the evidence, I could not determine if the listed landlord was the actual landlord, or he was an agent for a company who is the landlord. Additionally the tenant listed a different named landlord to serve her Notice of Hearing and application other than the name listed on her application. I also could not determine if the address used by the tenant to serve the landlord with her application and Notice of Hearing is the correct address of the landlord, as there were no documents showing or indicating the landlord's address as would be on a written tenancy agreement, other than was listed on the business card, which was not the address used by the tenant to serve her documents.

Due to the above, I find the tenant failed to prove that she serve the landlord her application for dispute resolution and Notice of Hearing in a manner required by the Act or that she listed the correct landlord when serving her documents. I therefore dismiss the tenant's application, *with leave to reapply*.

Leave to reapply does not extend any applicable time limitation deadlines.

Conclusion

The tenant's 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: August 19, 2014

Residential Tenancy Branch

