



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0956391 B.C. LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, MND, FF

Introduction

This was a cross-application hearing.

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of double the \$400.00 security deposit; translation fees and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The landlord's application for dispute resolution, made on June 25, 2014, included the tenant's service address that is included on the tenant's application for dispute resolution made on July 14, 2014. The landlord applied requesting \$450.00 compensation for damage to the rental unit. There was no claim made against the security deposit by the landlord and it has not been returned to the tenant. The tenant said she had previously sent the landlord her forwarding address; it was mailed to a different address which she obtained from the internet, as the landlord had never given her a service address.

The tenant was present at the 10:30 a.m. scheduled start of the conference call hearing.

The tenant confirmed receipt of Notice of the landlord's hearing and the application.

The hearing ended at 10:50 a.m.; the landlord did not attend the hearing in support of his application. The landlord's application for dispute resolution was then dismissed.

The tenant said that she sent the landlord her application for dispute resolution via regular mail. The tenant could recall the exact date the mail was sent and could not supply any information on service of her application. It was not clear if the landlord obtained the tenant's service address as the result of receipt of the tenant's application for dispute resolution or whether it was obtained as the result of a letter sent to the landlord, requesting return of the security deposit.

Therefore, in the absence of evidence the tenant's application for dispute resolution had been given to the landlord either by registered mail or personal delivery, I determined that service was not proven. I could not determine how the landlord obtained the tenant's service address; whether it was via the letter sent requesting return of the security deposit, or as the result of service of the application for dispute resolution.

Therefore, I find that the tenant's application is dismissed with leave to reapply within the legislated time-frame.

Conclusion

The landlord's application is dismissed.

The tenant's application is dismissed with leave to reapply within the legislated time-frame.

The tenant has been provided a current service address for the landlord; included on the landlord's June 25, 2014 application for dispute resolution which was served to the tenant.

This decision is final and binding 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: October 30, 2014

Residential Tenancy Branch

