



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Interlink (2008) Ralty Corporation  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF, O

### Introduction

This hearing was scheduled to convene by way of conference call this date at 1:30 p.m. concerning an application made by the landlord for a monetary order for unpaid rent or utilities; for a monetary order for damage to the unit, site or property; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the hearing, however the tenant did not attend. The landlord's agent advised that the tenant was served with the hearing package on December 31, 2014. The landlord's agent posted the documents to the door of the rental unit on that date.

The *Residential Tenancy Act* does not permit an application for dispute resolution where a party is claiming a monetary order to be served by posting it to a door. Where a landlord makes such a claim, the landlord is required to serve the tenant by personally handing the documents to the tenant or by mailing the documents to the forwarding address provided by the tenant or to an address where the tenant resides by registered mail.

The landlord expressed concern that the landlord does not know the whereabouts of the tenant and the landlord does not want to miss the 15 day dead-line to apply to keep the security deposit. The *Act* states that a landlord must return a security deposit in full to a tenant or make an application for dispute resolution to keep it within 15 days of the later of the date the landlord receives the tenant's forwarding address in writing or the date the tenancy ends. The tenant has not provided the landlord with a forwarding address in writing and the 15 day period doesn't start until the landlord receives it. If the tenant does not provide a forwarding address in writing for one year after the end of the

tenancy, the landlord does not have to return the security deposit or pet damage deposit. Excerpts from the *Residential Tenancy Act* that apply appear at the end of this Decision.

In the circumstances, I find that the tenant has not been served with notice of this hearing in accordance with the *Act*, and I dismiss the landlord's application with leave to reapply.

### Conclusion

For the reasons set out above, the landlord's application is hereby dismissed in its entirety 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 27, 2015

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Residential Tenancy Branch

