



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNSD; MNDC; FF

### **Introduction**

This is the Tenant's application for compensation under the Act, regulation or tenancy agreement; return of the security deposit; and to recover the cost of the filing fee from the Landlord.

Both parties signed into the teleconference and gave affirmed testimony.

The Tenant testified that he served the Landlord with the Notice of Hearing documents by registered mail, but he could not remember on what date the documents were mailed. The Tenant did not have the receipt for the registered mail documents.

The Landlord acknowledged receipt of the Tenant's Notice of Hearing documents and documentary evidence. The Landlord stated that he sent copies of his documentary evidence by registered mail on February 18, 2015, to a post office box number that the Tenant provided. The Landlord provided the tracking number for the documents. The Tenant testified that he did not receive any documents from the Landlord.

A search of the Canada Post tracking system indicates that the documents were signed for on February 18, 2015; however, I find that the signature of the recipient may differ from the signature of the Tenant. The Tenant stated he was not in town on the date that the documents were signed for.

The Landlord stated that he believed he had filed a counter claim to the Tenant's Application and stated that his evidence package contains a monetary claim. I advised the Landlord that a counter claim cannot be filed by merely submitting evidence, and that an Application for Dispute Resolution must be filed, and served upon the Tenant, in order for an arbitrator to consider a counterclaim.

The Landlord stated that he returned the security deposit to the Tenant in August, 2014. I make no finding with respect to this statement.

In this case, the Tenant stated that he did not receive the Landlord's documentary evidence. I find that, through no fault of the Landlord, there is insufficient evidence that the Tenant received the Landlord's documentary evidence. I find that it is appropriate to hear both parties' claims together, and therefore I dismissed the Tenant's Application with leave to reapply.

The Landlord is at liberty to file a claim against the Tenant. This does not extend any existing time limits that may apply.

### **Conclusion**

I dismiss the Tenant's application **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 18, 2015

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Residential Tenancy Branch

