



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, RPP, MNDC

Introduction and Preliminary Matters

This hearing was convened as the result of the tenants' application for dispute resolution under the Residential Tenancy Act ("Act"). The tenants applied for a monetary order for a return of their security deposit, an order requiring the landlord to return the tenants' personal possessions, and a monetary order for money owed or compensation for damage or loss.

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

At the outset of the hearing, I confirmed with the tenants that the landlord/respondent was served notice of this hearing and the tenants' application as required prior to proceeding with the hearing. The tenants submitted that they served their application to someone other than the landlord/respondent listed in their application, and that was the respondent's spouse, "BS".

I was not provided a copy of a written tenancy agreement; however, the tenants had a copy before them for this hearing and confirmed that the landlord named in the tenancy agreement was this respondent's spouse, or BS, and that this respondent was not named as landlord in the written tenancy agreement.

Analysis and Conclusion

Section 89(1) of the Residential Tenancy Act requires that an application for dispute resolution be served upon the other party, in this case, the respondent/landlord, by leaving it with the person, or if a landlord, to the landlord's agent, or by sending a copy by registered mail to the address at which the person resides.

In the case before me, I find that the tenants' evidence shows that they failed to name the proper, responsible party to this dispute as respondent, or BS, and therefore did not

serve the other party/respondent listed on their application. For this reason, I find the tenants submitted insufficient evidence that they served the respondent their application for dispute resolution and notice of this hearing in a manner required by the *Act* and as a result, I dismiss the tenants' application, with leave to reapply.

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

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: April 9, 2015

Residential Tenancy Branch

