



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction / Background / Evidence

This hearing concerns the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of a portion of the security deposit / and recovery of the filing fee. The tenant attended and gave affirmed testimony. The landlord did not appear.

The tenant testified there is a written tenancy agreement for the tenancy which began sometime in July 2012. However, there is no copy of a written tenancy agreement in evidence. The tenant also testified that monthly rent was \$1,200.00 and that a security deposit of \$600.00 was collected. It appears the tenancy ended sometime in early to mid – 2014, and that at some unknown point in time the landlord repaid \$400.00 of the tenant's security deposit. It also appears that the repayment was mailed to the tenant at the address shown in his application for dispute resolution, although the tenant did not confirm at what point in time he provided the landlord with his forwarding address.

The tenant filed his application for dispute resolution on September 08, 2014. The tenant testified that he served the landlord with his application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail. The tenant testified that the item was ultimately returned to him. In this regard, the tenant testified that he was not surprised, since the landlord told him he would be moving. However, the tenant testified that the landlord did not inform him of the address to which he would be moving or the address at which he could be reached.

Analysis

Section 89 of the Act speaks to **Special rules for certain documents**, in part:

89(1) An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

(a) by leaving a copy with the person;

- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (e) as ordered by the director under section 71(1) [*director's orders: delivery and service of documents*].

Further, section 71 of the Act addresses **Director's orders: delivery and service of documents**, in part:

71(1) The director may order that a notice, order, process or other document may be served by substituted service in accordance with the order.

Based on the affirmed / undisputed testimony of the tenant and the limited documentary evidence, I find that the tenant has failed to prove that service of the hearing package has been undertaken in accordance with the above statutory provisions. In the result, the tenant's application must be dismissed with leave to reapply. Finally, the attention of the parties is drawn to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

The tenant's application is hereby 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: April 08, 2015

Residential Tenancy Branch

