



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with a tenant's application for return of double the security deposit. Both parties appeared at the hearing.

The tenant testified that she could not recall how she served the landlord with the hearing package or the date on which service occurred but that she believed it was done in person.

The landlord testified that the tenant did not serve her with a hearing package. Rather, the landlord learned of the hearing from an Information Officer with the Branch when the landlord enquired about re-filing her own monetary claim against the tenant. The landlord submitted that an Information Officer provided the landlord with the teleconference call number and passcode. This information is consistent with notes recorded on the file by an Information Officer.

The landlord stated that she had filed a monetary claim against the tenant last year and that it was dismissed with leave. The landlord made a comment that the tenant has been hard to locate; however, the landlord also acknowledged that the tenant provided her with a forwarding address in writing in early December 2014. The landlord acknowledged that she has not refunded the security deposit and has yet to re-file her monetary claim.

Section 59 of the Act requires that an applicant serve the respondent with their Application for Dispute Resolution within three days of filing so as to put the respondent on notice as to the nature of the claim. The Rules of Procedure also provide for other documents that are to be served along with the Application for Procedure, including the Notice of Hearing and the applicant's evidence. The applicant bears the burden to prove service occurred in a manner that complies with the Act.

In this case, the landlord denied receiving the tenant's Application for Dispute Resolution or Notice of Hearing and the tenant was unable to provide the method of service or the date service with any degree of certainty. Therefore, I found the tenant did not meet her burden to prove service occurred and I dismissed the tenant's Application with leave to reapply.

I note that this does not extend any time limits imposed by the Act.

Both parties indicated they would be re-filing Applications for Dispute Resolution. Both parties were encouraged to speak with an Information Officer prior to filing again.

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: August 12, 2015

Residential Tenancy Branch

