



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Andrew Hewlett and Tru-West Building Corp.
and [tenant name suppressed to protect privacy]

DECISION

Codes: MNSD, FF

Introduction:

This was an application by a former tenant to recover her security and pet deposit as well as compensation for the alleged breach of the covenant of quiet enjoyment by her landlord. Only the tenant and her witness attended the teleconference hearing.

Issues:

Has the tenant served the landlord properly?

Is the tenant entitled to any compensation?

Analysis:

The applicant testified that the tenancy began on April 1, 2014 and ended on February 1, 2015. The rent was \$ 1,100.00 per month. The tenant paid a security deposit in the amount of \$ 550.00 and pet deposit of \$ 275.00 on April 1, 2014. The tenant testified that on March 12, 2015 she placed a copy of the Dispute Resolution Package addressed to the landlord in a mailbox at his address. Subsequently on July 21, 2015, the tenant's friend CB delivered an evidence package directly to the landlord. Amongst the documents contained in that package, was page two of the Application for Dispute Resolution but not the Notice of Hearing. The landlord did not attend this hearing..

Section 89 of the act provides:

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*].

I find that by delivering the Dispute Resolution package to the landlord's mailbox, the tenant has not served the Application for Dispute in a method prescribed by section 89 of the Act. Accordingly I find that the landlord was not served properly with this Application.

Conclusion and Order

I have dismissed the tenant's applications for monetary Orders with liberty to reapply. There will be no order as to the recovery of the filing fee. I leave the issue of awarding this and any subsequent filing fee to the discretion of the next arbitrator.

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 05, 2015

Residential Tenancy Branch

