



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing, although I waited until 1113 in order to enable the landlord to connect with this teleconference hearing scheduled for 1100. The tenant attended the hearing.

Preliminary Issue – Service

The tenant testified that she served the landlord with the dispute resolution package on 29 May 2015 by registered mail. The tenant provided me with a Canada Post customer receipt that showed the tenant served the landlord by Xpresspost. The Xpresspost receipt does not indicate that the tenant selected the signature option for this mailing.

Service of the dispute resolution package must be carried out in accordance with section 89 of the Act:

- (1) An application for dispute resolution ... 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;...

“Registered mail” is defined in section 1 of the Act:

“registered mail” includes any method of mail delivery provided by Canada Post for which confirmation of delivery to a named person is available;

Xpresspost service by Canada Post does not require a signature for confirmation to a named person unless that option is selected. Without this extra service, Xpresspost does not meet the definition of registered mail. Accordingly, the tenant has not served the landlord pursuant to subsection 89(1) of the Act. As the tenant cannot prove service upon the landlord, the tenant’s application is dismissed with leave to reapply.

Conclusion

The tenant’s application is dismissed with leave to reapply. Leave to reapply is not an extension of any time limit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: October 02, 2015

Residential Tenancy Branch

