



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNSD, MNDC

### Introduction

This hearing was convened in response to an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit and a monetary Order for money owed or compensation for damage or loss.

### Issue(s) to be Decided

Is the Tenant entitled to the return of double her security deposit?

### Background and Evidence

The Tenant stated that:

- this tenancy ended on June 30, 2013;
- she believes that approximately 18 months ago the Landlord was living at the mailing address for the Landlord noted on the Application for Dispute Resolution; and
- on June 26, 2015 the Application for Dispute Resolution and the Notice of Hearing, were sent to the Landlord, via registered mail, at the mailing address noted on the Application.

The Tenant submitted Canada Post documentation that indicates:

- Canada Post delivered a “notice card” on July 03, 2015;
- the package was “redirected to recipient’s new address” by Canada Post on July 03, 2015;
- Canada Post delivered a “notice card” on July 06, 2015;
- the recipient was not located at the address provided so the package was returned to the sender by Canada Post on July 10, 2015.

### Analysis

Section 89(1)(c) of the *Residential Tenancy Act (Act)* authorizes a tenant to serve an Application for Dispute Resolution to a landlord by sending a copy by registered mail to

the address at which the landlord resides or carries on business as a landlord.

I find that the Tenant has submitted insufficient evidence to establish that the Landlord resided or conducted business at the mailing address for the Landlord noted on the Application for Dispute Resolution when the Application for Dispute Resolution was mailed on June 30, 2015. In reaching this conclusion I was heavily influenced by the Canada Post documentation that indicates the package was forwarded to the recipient at a new address. I therefore cannot conclude that the Tenant served the Landlord with these documents in accordance with section 89(1)(c) of the *Act*.

In the event that Canada Post had successfully delivered the Application for Dispute Resolution to the Landlord at the “new” address, I could have concluded that the Landlord was sufficiently served with the Application for Dispute Resolution in accordance with section 71(2) of the *Act*. As Canada Post did not deliver the Application for Dispute Resolution to the Landlord at the “new” address, I am unable to conclude that the Landlord has been served with the Application for Dispute Resolution in accordance with section 71(2) of the *Act*.

As there is no evidence that the Landlord received the Application for Dispute Resolution, I am unable to proceed with this hearing in the absence of the Landlord. I therefore dismiss the Application for Dispute Resolution with leave to reapply.

### Conclusion

The Application for Dispute Resolution is 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: December 02, 2015

---

Residential Tenancy Branch

