



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested a monetary Order for return of the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenant said that the tenancy ended on July 31, 2014. On July 31, 2015, the tenant applied requesting return of the \$200.00 security deposit.

The tenant said that she has previously provided the landlord with her written forwarding address.

The tenant provided affirmed testimony that copies of the Application for Dispute Resolution and Notice of Hearing were sent via registered mail to the landlord on August 5, 2015. The mail was returned to the tenant and marked by Canada Post as "unclaimed." A copy of the Canada Post receipt and tracking number was supplied as evidence.

The tenant said that she was not provided with a service address for the landlord. The tenant obtained the service address that she used by referring to the on-line yellow pages. She obtained a mailing address for the only person in the city with the same name as the landlord. The tenant said the address was close to the landlord's known place of employment.

The tenant testified that she did not carry out any other investigation of the address, in order to confirm if the landlord in fact resided at the address used for service.

Section 89(1) of the Act provides, 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

In the absence of evidence that demonstrates the address used was in fact the address where the landlord resides or carries out business, I find that the tenant has not proven service to the landlord. I find on the balance of probabilities, that a failure to claim mail does not provide adequate support proving the address used for service was in fact where the landlord resides or carries out business.

Therefore, I find that the hearing documents have not been served. This finding does not establish whether or not the address used for service is where the landlord resides, only that the tenant has not established that fact.

Pursuant to section 60 of the Act, I find that the tenant has a two year period from the time the tenancy ended to submit an application for dispute resolution requesting return of the security deposit.

Therefore, I find that the application is dismissed with leave to reapply within the legislated time limit.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 27, 2016

Residential Tenancy Branch

