



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding UPPER COLLEGE HEIGHTS  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MNDC MNSD FF

### Introduction and Analysis

This hearing dealt with the tenant's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act") seeking a monetary order for the return of her security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant attended the teleconference hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") were considered. The tenant testified that the Notice of Hearing and Application was delivered in person to a security worker at night. A date was not provided by the tenant.

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of Hearing and Application. The landlord is a corporate landlord and I am not satisfied that serving a security worker is sufficient to prove service of the landlord. Therefore, **I dismiss** the tenant's application **with leave to reapply** due to a service issue. I note this decision does not extend any applicable time limits under the *Act*.

I also note that the tenant failed to provide a specific breakdown of her monetary claim of \$3,500.00 and is reminded to complete a monetary order worksheet or similar document that provides the respondent and arbitrator to understand the reason for the Application for monetary compensation under the *Act*.

### Conclusion

The tenant's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the *Act*.

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: December 15, 2016

---

Residential Tenancy Branch