



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was scheduled to deal with a tenant's application for return of double the security deposit. The landlord did not appear at the hearing. I heard from the tenant and her Advocate that the hearing documents were sent to the landlord via registered mail on July 21, 2016 but the registered mail was returned unclaimed. I also heard that the tenant's former Advocate subsequently contacted the landlord via email and the landlord provided a different mailing address to the former Advocate. The hearing package was then re-sent to the landlord using that address via registered mail on July 28, 2016 but that package was also returned unclaimed. I was orally provided the registered mail tracking numbers as well as a copy of the July 21, 2016 registered mail envelope that was returned, and a print out from the Canada Post website showing the registered mail was returned to sender as the package was unclaimed.

As for the address used for service, the tenant testified that it was the address appearing on her eviction notice but indicated that there may have been error indicated in the landlord's service address. The tenant also stated that she had filed to dispute the eviction notice but then the hearing was cancelled. I noted that I was not provided a copy of an eviction notice but I did see a "Shelter Information" form signed by the landlord on July 24, 2015 that provides for the same service address used to send the hearing packages.

While I see the landlord provided a service address on the Shelter Information form I also noted that the Shelter Information document was issued approximately one year prior and there were more recently issued documents, such as the eviction notice.

Where a respondent does not appear at the hearing, the applicant bears the burden to prove the hearing documents were served upon the respondent in a manner that complies with the Act. Since this is a monetary claim, service must comply with section 89(1) of the Act. Where registered mail is sent, section 89(1) provides that it must be addressed to the landlord at the address the landlord carries on business as a landlord.

I informed the tenant and her Advocate that I would continue to hear the application but that I would order the tenant to provide further proof of service after the teleconference call ended and that my decision would be conditional upon being satisfied that the landlord was served with notification of this proceeding at the address at which she carries on business as a landlord at the time of mailing the hearing packages to the landlord. I ordered the tenant to produce a copy of the eviction notice she was served by the landlord; the correspondence from the landlord where the landlord provided a different service address to the tenant's former Advocate; and, the registered mail receipt for the July 28, 2016 mailing.

In the days that followed I was provided a letter from the tenant's previous Advocate whereby the Advocate clarifies that she sent the two registered mail packages to the same street address but in two different cities as the first package was sent to the wrong city. The Advocate indicates that the mailing address she used was found on either the Shelter document or the eviction notice. However, the two registered mail envelopes provided to me, one dated July 21, 2016 and the other dated July 28, 2016, are addressed to the landlord at the same street address and the same city.

I was not provided a copy of the eviction notice issued to the tenant by the landlord. Rather, I was provided a copy of a 10 Day Notice to End Tenancy for Unpaid Rent issued to another tenant on the property but I note it was issued and signed by a person other than the landlord.

Having heard the tenant state she had filed to dispute the eviction notice given to her by the landlord, I searched the Residential Tenancy Branch records and found an application filed by the tenant on June 6, 2016 for cancellation of a 1 Month Notice to End Tenancy for Cause dated May 31, 2016 (file number provided on the cover page of this decision). The landlord's service address listed on the tenant's application and the 1 Month Notice are not the same as the service address used by the tenant in serving the landlord with the application before me.

In light of the above, I find I am not satisfied that the tenant used the landlord's current service address in sending this application to the landlord. Therefore, I dismiss this application 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: January 24, 2017

Residential Tenancy Branch