



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with a landlords' application for monetary compensation for damage to the rental unit or property; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. One of the landlords appeared at the hearing but there was no appearance on part of the tenants.

Preliminary and Procedural Matters

The landlord testified that a hearing package was sent to each tenant via registered mail on September 29, 2016 to the address the tenants wrote on the move-out inspection report. The registered mail packages were returned for the reason being "recipient not located at address provided". The landlord submitted that the tenants had provided him with a "false" address.

Section 89(1) of the Act provides that a landlord may serve a tenant with an Application for Dispute Resolution by way of registered mail addressed to the tenant at their forwarding address. Section 90 of the Act provides that a person will be deemed to be in receipt of the documentation five days after mailing. I was satisfied that the landlord sent a hearing package to each of the tenants in a manner that complies with the Act and I find the tenants are deemed to be served with the landlord's Application for Dispute Resolution and notification of this hearing.

The landlord had submitted evidence to the Residential Tenancy Branch but that there was no detailed calculation of the amount he was claiming. The landlord acknowledged that he had not sent evidence to the tenants since they had provided a "false" address other than emails he sent to them on September 23, 2016 and September 27, 2016. The landlord stated that one of the emails provided a breakdown of his claim although it was slightly different than the amount appearing on the Application for Dispute Resolution. The landlord stated that the tenants did not respond to either of the emails.

Section 88 provides for the ways documents, including evidence, may be served upon the other party. Email is not a permissible method of service and considering the tenants did not respond to the emails I do not deem the tenants to be in receipt of those emails.

I informed the landlord that I would not consider documentary or photographic evidence that was not served upon the tenants. To do so would be procedurally unfair and violate the principles of natural justice. I informed the landlord that in the absence of documentary or photographic evidence it would be unlikely that I would grant his claim. The landlord was given the option to withdraw this application so that he may reapply and serve all available evidence upon the tenants. The landlord indicated that he did not want to reapply but would like to receive authorization to retain the security deposit of \$975.00 from me.

Considering the landlord duly notified the tenants of his claims against them, in the sum of \$2,693.76, by serving them with his Application for Dispute Resolution in a manner that complies with the Act, and the tenants did appear or otherwise indicate any objection to the landlords' request to retain the security deposit, I grant the landlord authorization to retain the security deposit in satisfaction of the landlords' losses and the balance of the landlord's claims are dismissed.

Conclusion

The landlord is authorized to retain the tenant's security deposit in satisfaction of the landlords' losses and the balance of the landlords' claim is dismissed.

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: March 31, 2017

Residential Tenancy Branch