



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") filed on December 29, 2016. The Tenant applied for the following issues: for the return of his security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation, or tenancy agreement; and to recover the filing fee from the Landlord.

The Tenant appeared for the hearing and provided affirmed testimony as well as text message, photographs, and Canada Post evidence prior to the hearing. However, there was no appearance for the Landlord during the 15 minute hearing or any submission of evidence prior to this hearing. Therefore, I turned my mind to the service of documents by the Tenant.

The Tenant struggled to communicate with me in English during the hearing and I was unsure of whether the Tenant fully understood the dispute resolution process. The Tenant did not arrange or have anyone available to help him in this hearing. However, I managed to obtain the following evidence.

The Tenant was informed that he needed to prove service of his Application and the Notice of Hearing documents to the Landlord pursuant to Section 89(1) of the Act as there was no appearance by the Landlord.

The Tenant testified that he had served the Application and the Hearing Package to the Landlord by registered mail. However, the Canada Post Tracking receipt the Tenant provided into evidence was sent on November 17, 2016 but the Tenant did not make the Application until December 29, 2016 and was issued the paperwork to serve to the Landlord on the same date. Therefore, the Canada Post evidence the Tenant was relying on to serve notice of this hearing to the Landlord did not make sense.

The Tenant was informed of this but the Tenant continued to assert that the Canada Post tracking number he provided proved service of the Application and Hearing Package. I was unsure of whether the Canada Post evidence the Tenant was relying on related to the Tenant's forwarding address in writing, which would make more sense if this was indeed the case.

In the absence of the Landlord, I am only able to conclude that the Landlord had not been served with notice of this hearing or the Tenant's Application as required by the Act. The Tenant's evidence provided prior to the hearing does not even show that a tenancy between the parties exists, such as a tenancy agreement or rent receipts.

Therefore, I dismiss the Tenant's Application with leave to re-apply. The Tenant is cautioned that he should seek assistance in this matter before re-applying and provide sufficient documenting regarding service of documents and sufficient proof if he decides to file the claim again.

Conclusion

The Tenant could not prove service of his Application to the Landlord. Therefore, the Tenant's Application is dismissed with leave to re-apply. However, this does not extend any applicable time limits under the Act and I have made no findings of fact or law with respect to the merits of this Application.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: June 21, 2017

Residential Tenancy Branch