



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** FF MNR MNDC MNSD MND

### **Introduction**

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("the Act") for:

- a monetary order for unpaid rent and utilities pursuant to section 67;
- a monetary order for damage to the unit, site, or property, money owed or compensation for loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. YC testified on behalf of the landlords in this hearing, and had full authority to do so.

### **Preliminary Issue - Service of the Application for Dispute Resolution**

The tenant indicated in the hearing that he had never received the landlord's Application for Dispute Resolution Package. The landlords' agent, YC, testified during the hearing that the tenant was served the application package "by courier" to the tenant's place of business. No tracking numbers, or confirmations were provided.

Section 89 of the Act establishes the following special rules for service of documents.

### ***Special rules for certain documents***

**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;*
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;*
- (e) as ordered by the director under section 71 (1) [director's orders: delivery and service of documents].*

*(2) An application by a landlord under section 55 [order of possession for the landlord], 56 [application for order ending tenancy early] or 56.1 [order of possession: tenancy frustrated] must be given to the tenant in one of the following ways:*

- (a) by leaving a copy with the tenant;*
- (b) by sending a copy by registered mail to the address at which the tenant resides;*
- (c) by leaving a copy at the tenant's residence with an adult who apparently resides with the tenant;*
- (d) by attaching a copy to a door or other conspicuous place at the address at which the tenant resides;*
- (e) as ordered by the director under section 71 (1) [director's orders: delivery and service of documents].*

I find that the landlords have not met the requirements of sections 88 and 89 of the *Act* for service of their Application. Accordingly, I dismiss the landlords' entire application with leave to reapply.

The tenant indicated in the hearing that he had never provided the landlords with his forwarding address in writing. As both parties were present in the hearing, the tenant's forwarding address was confirmed during the hearing, which was the tenant's place of

business and the same address indicated in the landlords' application under "Respondent Address". I informed the landlords that they had 15 days from the date of the hearing, until July 20, 2017 to either return the security deposit to the tenant in full, obtain written consent to deduct a portion or keep the deposit, or make an Application to retain a portion or all of it.

### **Conclusion**

I dismiss the landlords' entire application for dispute resolution with leave to reapply.

The tenant's forwarding address was confirmed during the hearing, and the landlords were informed that they had 15 days from the date of the hearing, until July 20, 2017 to either return the security deposit to the tenant in full, obtain written consent to deduct a portion or keep the deposit, or make an Application to retain a portion or all of it.

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: July 7, 2017

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Residential Tenancy Branch