



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

On April 27, 2017, the Tenants submitted an Application for Dispute Resolution for the Landlord to return of all or part of the pet damage deposit or security deposit.

The Tenant Mr. J.W. appeared at the hearing; however, the Landlord did not. The Tenant testified that he served the Landlord with the Notice of Hearing by attending her real estate office and leaving the Notice of Hearing with a lady at the front reception.

The Tenant testified that he has not had any contact with the Landlord since dropping off the Notice of Hearing.

### Analysis

Based on the evidence and testimony before me, and on a balance of probabilities, I find as follows:

I find that the Tenant did not serve the Landlord with the Notice of Hearing in accordance with the service provisions of section 89 and 90 of the Act. It would be unfair to proceed with granting a monetary order against the Landlord when there is no evidence that the Landlord received the Notice of Hearing package.

A fundamental principle of fairness in hearings is that a party has the right to be notified of a hearing and to have an opportunity to respond.

The Tenant's Application is dismissed with leave to reapply.

### Conclusion

The Tenants did not serve the Landlord with the Notice of Hearing in accordance with the provisions of the Act.

The Tenants' application is dismissed 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: October 02, 2017

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Residential Tenancy Branch