



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for compensation for damage to the rental unit; damages or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenant's security deposit. The tenant did not appear at the hearing. The landlord testified that he sent the hearing package and the evidence to the tenant via registered mail on May 16, 2017. The landlord orally provided the tracking number for the mailing to the tenant.

Where a landlord makes a monetary claim against a tenant, the permissible methods of service are personal delivery to the tenant or registered mail sent to the tenant's address of residence or the forwarding address provided by the tenant in writing. The landlord testified that the tenant did not provide a forwarding address in writing but gave an address to the landlord orally during a telephone conversation where the tenant sounded drunk.

A search of the tracking number showed the mail sent to the tenant was delivered on May 17, 2017; however, there is no signature obtained from the recipient. I noted that the tracking number provided to me is inconsistent with registered mail and more consistent with Xpresspost.

Registered mail includes any service offered by Canada Post where a signature of the recipient is required. Xpresspost may be acceptable if a signature of the recipient is required for delivery. It was apparent to me that a signature was not required of the recipient in this case. Accordingly, I found I was unsatisfied that the landlord met his service obligations and I dismissed this case with leave to reapply.

Having heard that the tenant has not yet provided the landlord with a forwarding address in writing, I make no order for return of the security deposit to the tenant and I

find the landlord is not obligated to refund or make a claim against the security deposit immediately. Rather, the landlord remains at liberty to refund the security deposit or make a claim against the security deposit by filing another Application for Dispute Resolution within 15 days of receiving the tenant's forwarding address in writing, as provided under section 38 of the Act. The tenant has one year from the time a tenancy ends to give the landlord a forwarding address in writing.

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 10, 2017

Residential Tenancy Branch