



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This proceeding was set to deal with a tenant's application for return of the security deposit. The hearing was originally scheduled for August 29, 2017 and on that date only the tenant's agent appeared. The proceeding was adjourned to provide the tenant the opportunity to (re)serve the landlord with the hearing documents. An Interim Decision was issued and should be read in conjunction with this decision.

At the reconvened hearing, the tenant's agent and the landlord appeared and I proceeded to explore service of the hearing documents. The tenant's agent testified that he personally served the landlord with the Notice of Reconvened Hearing in October 2017, although he could not recall the exact date. The landlord testified that the tenant's agent personally served her with the Notice of Reconvened Hearing and the Interim Decision on or about October 15, 2017; however, in a written submission the landlord made to the Residential Tenancy Branch she states she was served by the tenant's agent on October 1, 2017. The landlord submitted that she did not receive a copy of the tenant's Application for Dispute Resolution or evidence or Dispute Resolution Fact Sheets. The landlord submitted that she has not been put on notice as the tenant's claims against her and has not received an address for the tenant.

In the Interim Decision of August 29, 2017, the Arbitrator specified that the tenant was to serve the landlord with the Notice of Reconvened hearing **and** "his application". Reference to "his application" is the document entitled Tenant's Application for Dispute Resolution. The purpose of serving an Application for Dispute Resolution upon the respondent is to put the respondent on notice as to the nature of the claim against them, and provide the respondent with an address for service of the respondent's evidence or written submissions, in keeping with the principles of natural justice. The respondent may also file and serve a counter claim to that address.

Since the landlord did not receive the tenant's Application for Dispute Resolution or the tenant's evidence, as ordered on August 29, 2017 I find that to proceed to hear this

claim would violate the principles of natural justice. Therefore, I dismiss the tenant's Application for Dispute Resolution with leave to reapply.

Requirements for a tenant to provide the landlord with a forwarding address, in writing, within one year of the tenancy ending; and, the landlord's obligation to administer the security deposit in accordance with the Act were discussed in brief. The parties were encouraged to familiarize themselves with their respective rights and obligations under the *Residential Tenancy Act* including contacting an Information Officer with the Residential Tenancy Branch.

On another procedural matter, I amended the style of cause to correctly spell the landlord's last name.

Conclusion

The tenant's Application for Dispute Resolution has been 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: November 21, 2017

Residential Tenancy Branch