



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC   MNSD   FF

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on September 27, 2017 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord return all or part of the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Tenant attended the hearing on her own behalf and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant testified that the Application package was served on the Landlord by registered mail. A Canada Post registered mail receipt was submitted in support. According to the Tenant, the Application package was served on the Landlord at an address for service provided on a move-in Condition Inspection Report, a signed copy of which was submitted into evidence. However, the parties appear to have completed a separate move-out Condition Inspection Report, a signed copy of which was also submitted into evidence. The address for service of the Landlord differed on each of the Condition Inspection Reports submitted.

Policy Guideline #12 states:

*Where a tenant is serving a landlord by Registered Mail, the address for service must be where the landlord resides at the time of mailing or the address at which the landlord carries on business as a landlord.*

[Reproduced as written.]

Based on the documentary evidence submitted and the affirmed testimony of the Tenant, it appears the Tenant did not serve the Landlord at an address where the Landlord resided at the time of mailing, even though the Tenant had been provided with a new address for service on the move-out Condition Inspection Report completed at the end of the tenancy. I am not satisfied the Landlord was properly served with the Application package in accordance with the *Act*. Accordingly, I find that the Tenant's Application is dismissed, with leave to reapply. This is not an extension of any statutory deadline.

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: April 30, 2018

---

Residential Tenancy Branch