



Dispute Resolution Services

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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 October 8, 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 pet damage deposit; and
- an order granting recovery of the filing fee.

The Tenant attended the telephone conference hearing at the appointed date and time, and provided affirmed testimony. The Landlord did not attend the hearing.

The Tenant's evidence regarding service of the Application package on the Landlord in accordance with the *Act* was unclear. At the beginning of the hearing, the Tenant advised the Application package was served on the Landlord by slipping a copy through the Landlord's door on September 20, 2017. When advised that the Application was not made until October 8, 2017, the Tenant indicated she was unsure about what document she was referring to. She then testified the Application package was served on the Landlord at his door, although not in person. When the Tenant was advised that placing the Application package at the Landlord's door is not an approved method of service under the *Act*, the Tenant suggested it was sent by mail. Regular mail is also not an approved method of service of these documents under the *Act*.

I find there is insufficient evidence before me to conclude the Tenant served the Application package on the Landlord in accordance with the *Act*. Accordingly, I find that the Tenant's 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: May 9, 2018

Residential Tenancy Branch