



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL, MNSD, MNDCL, FFL

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") for a monetary order in the amount of \$5,264.87 for unpaid rent or utilities, to retain the tenant's security deposit, for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application, and documentary evidence were considered. The landlord stated that the tenant provided a forwarding address to the landlord by text. The landlord failed to submit any documentation from the tenant supporting the tenant's new mailing address.

Based on the above, and taking into account that the tenant did not attend the hearing, **I am not satisfied** that the tenant was sufficiently served with the Notice of Hearing, application and documentary evidence under the *Act*. I have reached this decision after considering the fact that landlord failed to submit any supporting documentation such as a copy of a text message with the tenant's forwarding address.

Both parties have a right to a fair hearing and the tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and application. Therefore, **I dismiss** the landlord's application **with leave to reapply** due to a service issue. I note this decision does not extend any applicable time limits under the *Act*.

As the landlord claims to have received a forwarding address from the tenant on September 29, 2018, and according to the landlord the tenant vacated the rental unit on

October 1, 2018, and the landlord applied for dispute resolution claiming against the tenant's security deposit, I order the landlord to return the tenant's \$1,000.00 security deposit within 15 days of the date of this decision, February 1, 2019, in accordance with section 38 of the *Act*.

Should the landlord fail to comply with my order, the tenant is at liberty to apply for compensation under the *Act*.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue. This decision does not extend any applicable time limits under the *Act*.

I do not grant the filing fee due to a service issue.

I order the landlord to return the tenant's \$1,000.00 security deposit within 15 days of the date of this decision, February 1, 2019, in accordance with section 38 of the *Act*.

This decision will be emailed to both parties as the landlord provided email addresses for both parties in the application before me.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: February 1, 2019

Residential Tenancy Branch