



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MARY ST. APARTMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for authorization to obtain a return of double the security deposit for this tenancy pursuant to section 38.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 1:48 p.m. in order to enable the landlord to call into this teleconference hearing scheduled for 1:30 p.m. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant and I were the only ones who had called into this teleconference.

Preliminary Issue - Service of Documents

The tenant testified that they sent the landlord a copy of the dispute resolution hearing package and written evidence to the landlord by registered mail to an address they obtained from the telephone book on January 25, 2019. The tenant provided the Canada Post Tracking Number to confirm this registered mailing. The tenant initially said that they had not received a return of this package. However, after checking with the Canada Post Tracking system, I noted that their records appear to show that the package was returned to the tenant on February 20, 2019, and received by the tenant. After checking their records, the tenant found the returned copy of the written evidence and dispute resolution hearing package had been returned to the tenant.

When questioned as to the address where the package was sent, the tenant said that they had encountered considerable difficulty in finding an accurate mailing address for the landlord following the end of this tenancy in October 2018.

The tenant also testified that the landlord had returned the security deposit to the tenant on February 12, 2019, and the landlord's cheque for \$330.00 was received by the tenant on February 13, 2019. On the landlord's cheque, the business address for the landlord was identified as a location in another municipality, where the landlord now appears to be doing business. They said that the landlord does not appear to be doing business as a landlord at the address where the hearing package was mailed by the tenant.

Under these circumstances, I advised the tenant that I was not satisfied that the tenant had satisfied the requirements of sections 88 or 89 of the *Act*, in mailing the documents to an address located in the phone book. As the tenant has received mail from the tenant showing the correct mailing address for the landlord on the landlord's cheque, I dismiss the tenant's application with leave to reapply, using the address printed on the landlord's cheque as the business address for the landlord.

Conclusion

I dismiss the tenant's application with leave to reapply. Leave to reapply does not extend any deadlines established pursuant to the *Act*, including the deadlines for applying for dispute resolution or for returning security deposits at the end of a tenancy.

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 08, 2019

Residential Tenancy Branch