



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NUEVO MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the Act;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing via conference call and provided affirmed testimony. The landlord did attend or submit any documentary evidence. The tenant provided conflicting and contradictory evidence in which the landlord was served with the notice of hearing package by posting it in front of the rental unit door on October 24, 2019. The tenant later clarified that the notice of hearing package was served to the landlord via Canada Post Registered Mail on September 19, 2019. A review of the tenant's submitted documentary on Registered Mail was a photograph of a Canada Post Registered Mail envelope next to the intercom button of a residence. The tenant stated that English was a second language, but that he did understand what was going on. When asked to confirm the date and type of service for the notice of hearing package, the tenant became argumentative and combative. The tenant stated that the arbitrator was "crooked" and was making things very difficult for the tenant. The tenant was advised that no intent was being made to make things difficult, but the tenant was requested to clarify the answer for service. At 1:48pm, the tenant was disconnected from the call. The arbitrator stayed on the line until 1:52pm, there was no reconnection by the tenant.

I find that with the conflicting direct testimony of the tenant, that service could not be satisfied. On this basis, the tenant's application was 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: January 13, 2020

Residential Tenancy Branch