



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

The tenant applies for recovery of a security deposit. By amendment he seeks to recover the twelve months rent equivalent penalty under s. 51(2) of the *Residential Tenancy Act* (the “Act”). That section deals with situations where a landlord fails carry out the stated purpose of a two month Notice to End Tenancy.

The landlord objects to this proceeding saying he has only learned of it on January 12 or 13 and only through a package attached to his door. The tenant’s writing on the package says it was “delivered” at 10:15 p.m. on January 10.

The tenant confirms that his application was made (filing fee waived) on October 1, 2019 and that he attended at the landlord’s house with a witness and attached the hearing package to the landlord’s door a couple of days after the New Year.

In these circumstances the tenant’s application is dismissed with leave to re-apply.

He is in violation of s. 59(3) of the *Act* which states the applicant must give a copy of the application to the other party within 3 days of making it

Further, s. 89 of the *Act* permits service of an application on a landlord only in specified ways. Attachment to the landlord’s door is not a permitted method of service of an application.

In the event the tenant re-applies, he should be aware that he should file a copy of the two month Notice under which the twelve month rent penalty is being claimed.

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 30, 2020

Residential Tenancy Branch