



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This matter dealt with an application by the Tenants for compensation for loss or damage under the Act, regulations or tenancy agreement, to recover the security deposit and to recover the filing fee for this proceeding.

The Tenants said they filed the application on August 29, 2019 and they served the Landlord with the Application and Notice of Hearing (the “hearing package”) by registered mail on September 6, 2019. The Tenants provided Canada Post tracking information for the package. The Canada Post tracking information indicated that the package was returned to sender because the package was incorrectly addressed and the party it was addressed to was not located at that address. Consequently the hearing package was returned to the Tenants and the Landlord was not aware of the hearing. Further the Tenants said the Landlord goes by two names and they served the hearing package to one name and the evidence package to the other name. Both packages were returned to sender. The Tenants said they did their best to find the Landlord but they were unable to serve the Landlord the hearing package and evidence package. Further the Arbitrator asked if there was a written tenancy agreement with the Landlord’s name and address on it. The Tenants said there was no written tenancy agreement for this tenancy and all agreements were verbal.

Based on the evidence of the Tenants, I find that the Landlord was not served with the Tenants’ hearing package as required by s. 89 of the Act. Service of the Hearing package is to be within 3 days of filing an application and in this situation the Hearing package was not served to the Landlord. A hearing package can be deemed to be served by registered mail if the evidence supports the registered mail was addressed correctly and the name of the party on the envelope is correct. In this case the hearing package was addressed incorrectly and the Landlord’s name may have been incorrect. Consequently, I dismiss the Tenants’ application with leave to reapply due to incorrect service of the Application and Notice of Hearing (the “Hearing package”).

Conclusion

The Tenants' 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: January 06, 2020

Residential Tenancy Branch