



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

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

- a monetary for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Landlord WN" did not attend this hearing, which lasted approximately 18 minutes. Landlord AN ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had permission to represent landlord WN as an agent at this hearing (collectively "landlords").

The landlord testified that she served the tenant with the landlords' application for dispute resolution hearing package on October 19, 2019 by registered mail. She provided a Canada Post receipt and confirmed the tracking number during the hearing. She said that the mail was returned to sender. She confirmed that she sent it to the address that the tenant provided to her.

The tenant stated that he did not receive the landlords' application or evidence. He claimed that he moved, and he told the landlords by email on September 30, 2019. The tenant did not provide a copy of the email. He said that he found out about this hearing from the Residential Tenancy Branch ("RTB") when he received an email. He claimed that he requested the hearing information from the RTB, and it was provided to him.

The tenant stated that he did not serve his written evidence package to the landlord. The landlord said that she did not receive the tenant's evidence package.

The landlord stated that she wanted to reapply and serve the landlords' application and evidence to the tenant. The tenant said that he wanted to go ahead with this hearing, without me considering any evidence from either party. The tenant claimed that he wanted to apply for the return of his security deposit after the hearing.

Both parties exchanged their current mailing addresses during this hearing, confirming that they could be served at these addresses. Both parties confirmed that they would notify each other by mail, not email, if their service addresses change in the future.

I notified both parties that the landlords' application was dismissed with leave to reapply, except for the filing fee. I informed them that the landlords would be required to file a new application, pay a new filing fee, and provide proof of service at the next hearing, if they choose to pursue this matter further. I informed both parties that since there were issues with serving evidence to both parties at this hearing, they would have an opportunity to serve each other properly using correct mailing addresses, prior to the next hearing.

I notified both parties that I could not give them legal advice, so they can retain lawyers for same, if they want to do so. I notified them that they could obtain information only, not legal advice, from information officers at the RTB. Both parties confirmed their understanding of same.

Conclusion

The landlords' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of the landlords' 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: February 24, 2020

Residential Tenancy Branch