



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on November 20, 2019, in which the Tenant sought return of double the security deposit paid and recovery of the filing fee.

The hearing of the Tenant's Application was scheduled for teleconference at 1:30 p.m. on April 24, 2020. Only the Landlord called into the hearing. She stated that she was not served with the Application or Notice of Hearing, rather she was made aware of the hearing when she received an email from the Residential Tenancy Branch advising her of the evidence submission deadline.

I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord and I were the only ones who had called into this teleconference.

Analysis and Conclusion

Rules 7.1 and 7.3 of the *Residential Tenancy Branch Rules of Procedure* provide as follows:

Commencement of Hearing:

The hearing must commence at the scheduled time unless otherwise decided by the arbitrator.

Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Applicant, the Tenant bears the burden of proving his claim on a balance of probabilities. As the Tenant did not call into the hearing by 1:40 p.m., and the Landlord called in and was ready to proceed, I dismiss the Tenant's claim without leave to reapply.

Although I am dismissing the Tenant's claim due to his failure to attend the hearing, I wish to point out the following. During the hearing, I reminded the Landlord that she must provide tenants with an address for service as required by section 13(2)(e) of the *Residential Tenancy Act* which reads as follows:

13 ... (2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

...

(e) the address for service and telephone number of the landlord or the landlord's agent;

The Landlord stated that she was only made aware of the hearing as she received an email from the Residential Tenancy Branch. In the hearing before me the Tenant provided evidence indicating he had served the Landlord his Application and Notice of the Hearing by registered mail. I informed the Landlord of the address to which the registered mail was sent and she confirmed that was her previous work address but she had stopped working there in September of 2019.

A review of the tenancy agreement provided in evidence indicates the Landlord failed to provide the Tenant with an address for service. Further, text messages submitted by the Tenant indicates the Landlord declined the Tenant's request to provide the Tenant with a home mailing address and suggested the Tenant send mail to her work address.

Section 60 of the *Act*, provides that parties to a tenancy agreement have 2 years from the date the tenancy ends in which to make an Application for Dispute Resolution. As discussed during the hearing, the Landlord's requirement to provide an address for service on the tenancy agreement ensures the Tenant has an ability to send applications and documents to the Landlord. Should the Landlord's address for service change within those two years, she is required to provide the updated address to the Tenant.

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 24, 2020

Residential Tenancy Branch