



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNDCL-S, MNRL-S, FFL, MNSDS-DR, FFT

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenants applied for:

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

The landlord attended the hearing via conference call and provided testimony. The tenant, N.L. (the tenants) attended the hearing via conference call and provided testimony. The tenant, C.P. did not attend and was unrepresented.

At the outset, the named tenants on the tenants' application was clarified. Both parties confirmed that D.L. was not a tenant and was only an occupant. As such, the tenant's application shall be amended to remove D.L.

The landlord stated that the tenants were served with the notice of hearing package on August 11, 2020 via Canada Post Registered Mail. The tenants stated that they did not receive the landlord's notice of hearing package. The landlord confirmed that the package was returned by Canada Post as an "invalid address". On this basis, I find on a balance of probabilities that the tenants were not served as per sections 88 and 89 of the Act and the landlord's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

The tenants stated that the landlord was served with the notice of hearing package via email on May 23, 2020. The landlord stated that he has not received such an email. The tenants stated that they had followed the instructions provided by the Residential Tenancy Branch but have not provided any proof of service. On this basis, I find on a balance of probabilities that the landlord was not properly served as per sections 88 and 89 of the Act and the tenants' application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: September 11, 2020

Residential Tenancy Branch