



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROADSTREET PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSDS-DR, FFT

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* (the “Act”), and dealt with an Application for Dispute Resolution filed by the Tenant for a monetary order for the return of double the security deposit and/or the pet damage deposit, and for the recovery of the filing fee paid to make the application.

In an *ex parte* Direct Request Proceeding, the onus is on the tenant to ensure that all submitted evidentiary material is in accordance with the prescribed criteria and that such evidentiary material does not lend itself to ambiguity or give rise to issues that may need further clarification beyond the purview of a Direct Request Proceeding. If the tenant cannot establish that all documents meet the standard necessary to proceed via the Direct Request Proceeding, the application may be found to have deficiencies that necessitate a participatory hearing, or, in the alternative, the application may be dismissed.

In this case, the Tenant submitted a signed Proof of Service Tenant's Notice of Direct Request Proceeding which declares that the Tenant served the Landlord with the Notice of Direct Request Proceeding and supporting documents by registered mail on January 2, 2021. The Tenant also provided copies of Canada Post receipts containing the Tracking Number to confirm this mailing. However, the Canada Post Customer Receipt was made out to “Care of Manager”, and the Landlord’s name and address for service were not supported by a written tenancy agreement as required under Policy Guideline #49. I also note a written tenancy agreement is necessary to confirm other terms of the tenancy such as payment of a security deposit and/or pet damage deposit.

Considering the deficiencies in the Tenant's application, described above, I find I am unable to conclude that the Landlord was served with the Notice of Direct Request Proceeding and supporting documents in accordance with the *Act* and Policy Guideline #49. Accordingly, I order that the Tenant's request for the return of the security deposit and/or pet damage deposit is dismissed with leave to reapply.

As the Tenant has not been successful, I order that the Tenant's request to recover the filing fee is dismissed without 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 21, 2021

---

Residential Tenancy Branch