



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDS-DR

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 by the Tenants for a monetary order for the return of the security deposit and/or the pet damage deposit.

The Tenants submitted a signed Proof of Service - Tenant's Notice of Direct Request Proceeding which declares that the Tenants served with Landlord with the Notice of Direct Request Proceeding by Xpresspost on January 27, 2021, which service was witnessed by C.J. The Tenants provided a copy of the Canada Post receipt containing the Tracking Number to confirm this mailing.

In this type of matter, the tenant must prove they served the landlord with the Notice of Direct Request Proceeding with all the required inclusions as per section 89 of the *Act* which permits service “by sending a copy by registered mail...”

The definition of registered mail is set out in section 1 of the *Act* as “any method of mail delivery provided by Canada Post for which confirmation of delivery to a named person is available.”

I find that the Tracking Number provided by the Tenant with the Proof of Service - Tenant's Notice of Direct Request Proceeding form is for a package sent by Canada Post's Xpresspost mailing, which may or may not require a signature from the individual to confirm delivery to the person named as the respondent.

In this case, Canada Post's online tracking system indicates: “Signature unavailable or not requested.” I find I am unable to confirm delivery to the named Landlord. As a result, I find service by Xpresspost does not meet the definition of registered mail as defined under the *Act*.

Since I find that the Tenants have not served the Landlord with notice of this application in accordance with section 89 of the *Act*, I dismiss the Tenant's application for a monetary order for the return of the security deposit and/or the pet damage deposit 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 18, 2021

Residential Tenancy Branch