



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD-S, 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 by the Tenants 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.

The Tenants submitted a signed Proof of Service - Tenant's Notice of Direct Request Proceeding (the “Proof of Service”) which declares that the Tenants served the Landlord with the Notice of Direct Request Proceeding and supporting documents by registered mail on January 13, 2021 at 8:12 p.m. However, the Canada Post documents submitted in support of service are dated December 21, 2020.

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, I find there is insufficient evidence before me to conclude that the Tenants served the Landlord with the Notice of Direct Request Proceeding and supporting documents by registered mail as claimed. The date of service as indicated on the Proof of Service differs from the date appearing on the Canada Post documents submitted in support of service in this manner, giving rise to issues that cannot be addressed in a Direct Request Proceeding.

Considering the above, I order that the Tenants' application for the return of double the security deposit and/or the pet damage deposit is dismissed with leave to reapply.

As the Tenants are not successful, I order that the Tenants' application for the recovery of 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: February 1, 2021

Residential Tenancy Branch