



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR, FFT

Introduction and Preliminary Matter

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act"). The tenant applied for the return of their security deposit and pet damage deposit from the landlord.

The tenant's application here was filed initially as a Direct Request. The matter proceeded by way of participatory hearing because an Adjudicator determined that the tenant did not provide ample proof that they served the landlord at a verified address. The tenant forwarded information to the rental unit that they occupied previously.

The tenant attended; the landlord did not attend the telephone conference call hearing.

In response to my inquiry, the tenant said they did not know the landlord's address and therefore sent their application for dispute resolution and notice of hearing package to the landlord to the address where the rental unit is located. They provided that they tried to verify the landlord's address from the original tenancy agreement; however, the street address did not match to the city name given by the landlord on the agreement. They found this information out via a map website. For this reason, they were not able to inform the landlord about this hearing.

Analysis and Conclusion

Section 89(1) of The Act s. 89(1) sets out the ways in which a party can serve an application for dispute resolution:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;

(c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;

(d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;

(e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

In the case before me I find that the tenant failed to provide sufficient evidence that they served their application to the landlord's address or business address. The tenant confirmed they did not attempt to send information to the address listed on the tenancy agreement. I find this is evidence that the tenant did not serve the notice of this hearing in a manner required by the *Act*.

Both parties have a right to a fair hearing and the landlord would not be aware of the hearing without having been served the Notice of a Dispute Resolution Hearing and application as required by the *Act*.

I therefore **dismiss** the tenant's application, with leave to reapply. As I have not considered the merits of the landlord's application, I **dismiss** their request to recover the cost of the filing fee, without leave to reapply.

Leave to reapply does not extend any applicable time limitation deadlines.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: March 23, 2021

Residential Tenancy Branch