



# 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 filed by the Tenants for a monetary order for the return of a security deposit.

The Tenants submitted a signed *Proof of Service Tenant Notice of Direct Request Proceeding* which declares that the Tenants served the Landlord with the *Notice of Dispute Resolution Proceeding* and supporting documents by registered mail on March 8, 2021, which service was witnessed by C.S. The Tenants provided copies of Canada Post receipt containing the Tracking Number to confirm this mailing. Based on the written submissions of the Tenants and in accordance with sections 89 and 90 of the *Act*, I find that the Landlord is deemed to have received these documents on March 13, 2021, five days after they were mailed.

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.

Paragraph 13(2)(b) of the *Act* establishes that a tenancy agreement is required to identify “the correct legal names of the landlord and tenant.”

I have reviewed all documentary evidence submitted and I find that the Landlord's name that appears in the Tenants' application is different than the name that appears in the partial tenancy agreement submitted. There is also no evidence or documentation showing that the Tenants are entitled to relief from the Landlord named in the application.

The discrepancy in the landlord's name raises an issue that cannot be addressed in a Direct Request Proceeding. As I am unable to confirm the correct legal name of the landlord, I find that the Tenants' request for a monetary order for the return of the security deposit is dismissed 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: March 18, 2021

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Residential Tenancy Branch