



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSDB-DR, FFT

This matter proceeded by way of an *ex parte* Direct Request Proceeding, pursuant to section 38.1 of the *Residential Tenancy Act* and dealt with an Application for Dispute Resolution by the Tenant for a monetary order for the return of a security deposit and/or a pet damage deposit, and to recover the filing fee.

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.

Policy Guideline #49 provides direction to tenants making an application for dispute resolution by Direct Request. It confirms that a tenant must prove service of the Notice of Dispute Resolution Proceeding and supporting documents on the landlord. These must be served on the Landlord by registered mail at the address where the landlord resides or carries on business as a landlord, or by leaving a copy with the landlord or an agent of the landlord.

In this case, the Tenant submitted a copy of a signed Proof of Service Tenant's Notice of Direct Request Proceeding which declares that the Tenant served the Landlord with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on March 23, 2021. Although the tenancy agreement submitted includes an address for service on the Landlord, the Proof of Service Tenant's Notice of Direct Request Proceeding and the registered mail documents confirm service on the Landlord at the rental address.

Further, I find there is insufficient evidence before me to confirm that the Landlord resides in or carries on business as Landlord at the rental address.

Considering the above, I find I am unable to confirm service of the Notice of Dispute Resolution Proceeding on the Landlord in accordance with Policy Guideline #49.

For the above reasons, I find that the Tenant's request for a monetary order for the return of the security deposit and/or the pet damage deposit is dismissed with leave to reapply. This is not an extension of any applicable limitation period.

As the Tenant was not successful in this application, I find 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: April 9, 2021

Residential Tenancy Branch