



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSDS-DR, FFT

### Introduction

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 Tenant for a monetary order for the return of a security deposit and to recover the filing fee.

The Tenant submitted a signed Proof of Service Tenant Notice of Direct Request Proceeding which declares that the Landlord was served with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on March 27, 2021. In support of service in this manner the Tenant submitted a Canada Post Xpresspost receipt which included a tracking number.

In this type of matter, the Tenant must prove they served the Landlord with the Notice of Dispute Resolution Proceeding with all the required inclusions as indicated on the Notice 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 is for a package sent by Canada Post Xpresspost mailing, which may or may not require a signature from the individual to confirm delivery to the person named as the Landlord.

In this case, the Canada Post online tracking system shows that a signature was not unavailable or not requested for the delivery of this Xpresspost mailing and, as such, it does not meet the definition of registered mail as defined under the *Act*.

Since I find that the Tenant has not served the Landlord with notice of this application in accordance with section 89 of the *Act*, I dismiss the Tenant's request for a monetary order for the return of the security deposit with leave to reapply. This is not an extension of any applicable time limit established under the *Act*.

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 29, 2021

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Residential Tenancy Branch