



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* (the “Act”) and dealt with an Application for Dispute Resolution by the Tenants for a monetary order for the return of a security deposit and 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.

In this case, I find there are deficiencies and ambiguities that give rise to issues that cannot be addressed in a Direct Request Proceeding.

First, the Tenants submitted signed Proof of Service Tenant Notice of Direct Request Proceeding which declares that the Tenant B.S. served the Landlord with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail on April 27, 2021, which service was witnessed by the Tenant C.B. In support, the Tenants provided a copy of a Canada Post receipt. However, the address on the Canada Post receipt is not the same as the landlord’s address for service provided on the tenancy agreement submitted into evidence. As a result, I find I am unable to confirm service of the above documents on the Landlord in accordance with the *Act*.

Second, section 13(2)(b) of the *Act* establishes that a tenancy agreement is required to identify “the correct legal names of the landlord and tenant.” In this case, I find that the Landlord named in the Tenants’ application is different than the names that appear in the tenancy agreement. Specifically, the landlord named in the tenancy agreement submitted into evidence is a numbered company. The tenancy agreement also includes the name of S.C. who appears to be identified as a resident manager. However, the Tenants’ application names P.K. as the Landlord. There is insufficient 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 issues that cannot be addressed in a Direct Request Proceeding.

Considering the above, I find I am unable to confirm service of the Notice of Dispute Resolution Proceeding and supporting documents on the Landlord or that the Tenants are entitled to relief from the Landlord named in the application.

I order that the Tenants’ request for a monetary order for the return of the security and the pet damage deposit is dismissed with leave to reapply.

As the Tenants are not successful, I order that the Tenants’ 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: May 12, 2021

Residential Tenancy Branch