



# 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 filed by the Tenant 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.

Policy Guideline #49 provides direction to tenants making an application for the return of a security deposit and/or pet damage deposit by Direct Request. It confirms that the tenant must complete and submit a Proof of Service Tenant’s Notice of Direct Request Proceeding (Form RTB-50) which is provided by the Branch with the Notice of Dispute Resolution Proceeding. The language in Policy Guideline #49 is mandatory.

In this case, the Tenant submitted photographic images of envelopes addressed to the Landlords and Canada Post registered mail receipts. However, the Tenant did not provide a Proof of Service Tenant’s Notice of Direct Request Proceeding as required under Policy Guideline #49. As a result, I find I cannot confirm service of the Notice of Dispute Resolution Hearing and supporting documents on the Landlords in accordance with the *Act* and Policy Guideline #49.

In addition, Policy Guideline #49 confirms that the tenant must provide certain documents and information that prove the landlord failed to comply with section 38(1) of the *Act*, including a copy of the signed tenancy agreement.

In this case, the Tenant submitted only pages one, two and three of a six-page tenancy agreement. The pages submitted did not include the parties' signatures. As a result, I find I am unable to confirm the tenancy agreement was signed by the parties.

I also note the application names landlords who do not appear in the partial tenancy agreement submitted but make no findings in that regard.

Considering the above, I order that the Tenant's requests to recover the security deposit and the pet damage deposit are dismissed with leave to reapply. This is not an extension of any time limit established under the *Act*.

As the Tenant has not been successful, I order 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: June 9, 2021

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Residential Tenancy Branch