



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* and dealt with an Application for Dispute Resolution filed by the Tenant for a monetary order for the return of a security deposit.

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.

I have reviewed the evidence submitted by the Tenant and find there are ambiguities and deficiencies in the evidentiary material that require clarification beyond the purview of a Direct Request Proceeding.

First, the Tenant submitted a signed Proof of Service Tenant Notice of Direct Request Proceeding (the "Tenant Notice") as required under Policy Guideline #49. However, the Tenant Notice does not indicate which documents were served on the Landlord. Further, one field suggests documents were served on the Landlord on January 20, 2021, whereas another field suggests documents were served on the Landlord on June 7, 2021.

Second, the Tenant Notice suggests documents were served on the Landlord by email. Policy Guideline #12 states the following about service of the Notice of Dispute Resolution Proceeding and supporting documents by email:

To serve documents by email, the party being served must have provided an email address specifically for the purposes of being served documents. If there is any doubt about whether an email address has been given for the purposes of giving or serving documents, an alternate form of service should be used, or an order for substituted service obtained.

[Reproduced as written.]

Even if I found that the ambiguities on the Tenant Notice could be clarified based on the evidence before me – which I do not – I find that the Tenant has not submitted proof that the email address referenced on the Tenant's Notice was provided by the Landlord specifically for the purposes of being served documents.

As a result of the above, I find I am unable to confirm which documents were served on the Landlord or the date on which the documents were served. I also find I am unable to confirm the documents were served by email in accordance with Policy Guideline #12.

Finally, contrary to Policy Guideline #49, I note the Tenant has not submitted copies of following required documents: the signed tenancy agreement showing the initial amount of rent and the amount of security deposit required, a complete forwarding address given to the Landlord, a completed Proof of Service of Forwarding Address (Form RTB-41), or a Tenant's Direct Request Worksheet (Form RTB-40).

Considering the above, I find that the Tenant's request for a monetary order for the return of a security deposit is dismissed with leave to reapply. This is not an extension of any applicable time limit established under the *Residential Tenancy Act*.

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 14, 2021

Residential Tenancy Branch