



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSDB-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 by the tenants for a Monetary Order for the return of double the security deposit and the pet damage deposit (the deposits).

The tenants submitted one signed Proof of Service Tenant's Notice of Direct Request Proceeding which declares that on July 15, 2021, the tenants sent the landlords the Notice of Dispute Resolution Proceeding - Direct Request by registered mail. The tenants provided a copy of two Canada Post Customer Receipts containing the tracking numbers to confirm these mailings.

### Issue(s) to be Decided

Are the tenants entitled to monetary compensation for the return of a security deposit and a pet damage deposit pursuant to sections 38 and 67 of the *Act*?

Are the tenants entitled to recover the filing fee for this application pursuant to section 72 of the *Act*?

### Analysis

In this type of matter, the tenants must prove they served the landlords with the Notice of Dispute Resolution Proceeding - Direct Request and all documents in support of the application as per section 89 of the *Act*, which permits service by sending a copy by registered mail to the address at which the landlord resides or carries on business as a landlord.

I find that tenancy agreement does not provide a mailing address for the landlords. I also find that there is no indication as to whether the landlords reside or carry on business as landlords at the address indicated on the Proof of Service Tenant's Notice of Direct Request Proceeding form.

I find I am not able to confirm service of the Notices of Dispute Resolution Proceeding - Direct Request to the landlords, which is a requirement of the Direct Request process.

For this reason, the tenants' application for a Monetary Order for the return of the security deposit and the pet damage deposit is dismissed with leave to reapply.

As the tenants were not successful in this application, I find that the tenants are not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I dismiss the tenants' application for a Monetary Order for the return of the security deposit and the pet damage deposit with leave to reapply.

I dismiss the tenants' application to recover the filing fee paid for this application 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: July 16, 2021

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Residential Tenancy Branch