



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 file 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.

The Tenant submitted signed Proof of Service Tenant Notice of Direct Request Proceeding documents which declare that the Tenant served the Landlords with the Notice of Dispute Resolution Proceeding and supporting documents by registered mail. In support, the Tenant submitted copies of Canada Post Xpresspost receipts.

In this type of matter, a tenant must prove they served the landlord with the Notice of Dispute Resolution Proceeding and supporting evidence in accordance with 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.” Policy Guideline #12 clarifies that this “includes Express post [sic], if the signature option is used.”

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’s Xpresspost, which may or may not require a signature from the individual to confirm delivery to the person named as the respondent.

In this case, Canada Post’s online tracking system shows that a signature was “unavailable or not requested.” As a result, I find that confirmation of delivery to a named person is not available and that service in this manner does not meet the definition of registered mail as defined under the Act.

Since the Tenant has not served the Landlords with notice of this application in accordance with section 89 of the Act, I find that the Tenant's request for a monetary order for the return of the security deposit and the pet damage deposit is dismissed with leave to reapply. This is not an extension of any 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 \$100.00 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: January 11, 2022

Residential Tenancy Branch