



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT MNSD FFT

### Introduction and Analysis

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$3,150.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for the return of double their security deposit, plus compensation for having to use a laundromat for 7 months, and to recover the cost of the filing fee.

The tenants, SV and MV (tenants) attended the teleconference hearing. The landlord did not attend the hearing. The tenants stated that they served the landlord via registered mail with the Hearing Package on October 29, 2021; however, the registered mail package was returned to sender as the landlord's address was missing the unit number. The tenants confirmed they did not complete a Title Search or seeking substitute service via email for the landlord. The registered mail tracking number has been included on the style of cause for ease of reference. The tenants also confirmed that they did not attend the building of the landlord to determine if a unit number was available for the landlord in the building directory.

The tenants also claim to have sent an email to the landlord with the Hearing Package; however, admitted that they did not receive a response from the email from the landlord. The tenants provided the tenancy agreement, which supports that the landlord failed to include their unit number on their mailing address for service on the tenancy agreement. Section 89 of the Act requires that the Notice of Hearing be served by registered mail and not by email. Furthermore, at the very least, I would have expected the tenants to complete either a title search of the rental unit or have attended the building address of the landlord to determine if a unit number was available for the landlord in the building directory. As the tenants did neither, I find I am not satisfied on service.

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of Hearing and application (Hearing Package). Therefore, I **dismiss** the tenants' application **with leave to reapply** as I am not satisfied that the landlord has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

### Preliminary and Procedural Matters

The tenants were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The tenants were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the tenants were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The tenants did not have any questions about my direction pursuant to RTB Rule 6.11.

In addition, the tenants confirmed their email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them. The tenants stated what they believe was the email address for the landlord in their application.

### Conclusion

The tenants' application is dismissed with leave to reapply due to a service issue. This decision does not extend any applicable time limits under the Act. This decision will be emailed to the tenants and the landlord at the email addresses confirmed during the hearing. I do not grant the filing fee due to the service issue.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 28, 2022

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Residential Tenancy Branch