



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDCT, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of all or part of the pet damage deposit or security deposit; a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing and the tenant was assisted by a translator, who was affirmed to well and truly interpret the proceedings from the English language to the tenant's Native language and from the tenant's Native language to the English language to the best of the interpreter's skill and ability.

At the commencement of the hearing, the landlord indicated that the tenant had not served any documents to the landlord. The tenant indicated that the application and Notice of Dispute Resolution Proceeding were served by email on September 11, 2021 and by registered mail, but does not know the date or have a tracking number. Police told the tenant to not have any contact with the landlord, so the documents were served by email, which is disputed by the landlord.

The tenant also indicated that no evidence from the landlord has been served to the tenant.

I refer to Residential Tenancy Policy Guideline 12 – Service Provisions, which states, in part:

“The Regulation to the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act* prescribes service to an email address provided for service as an acceptable method of serving documents. Documents may be served by sending a copy of the document to the email address provided as an address for

service by the person to be served. If no email address for service has been provided, then this method of service should not be used. Parties may face delays or risk their application being dismissed if service is not effected in accordance with the legislation.

“If service by email is used, the person serving the document will need to provide proof that the document sent by email was sent to the email address provided by the other party. Satisfactory proof may include a print out or screen shot of:

- RTB 51 – Address for Service or other document that sets out the party’s email address for service;
- the sent item, including the email address the item was sent to;
- a confirmation of delivery receipt;
- a response to the email by the party served;
- a read receipt confirming the email was opened, or
- other documentation to confirm the party has been served.”

In this case, the tenant has not provided any proof of service, and the landlord did not agree that documents may be served by that method, and disputes that the tenant served the landlord. Since the tenant has not provided satisfactory proof of serving the landlord with the Notice of Dispute Resolution Proceeding in accordance with the *Act* or the regulations, I dismiss the tenant’s application with leave to reapply.

Conclusion

For the reasons set out above, the tenant’s application is hereby dismissed with 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: March 11, 2022

Residential Tenancy Branch