



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSDB-DR, FFT

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an order for the return of their \$550.00 security deposit and \$550.00 pet damage deposit that the Landlord is holding without cause; and to recover the \$100.00 cost of their Application filing fee.

The Tenants, D.B. and J.C., and the Landlord, K.G., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenants and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party.

I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Tenants testified that they served the Landlord with their Notice of Hearing documents by Canada Post registered mail, which they said was delivered to the Landlord on April 13, 2022. However, the Landlord denied receipt of their Notice of Hearing and evidence. He said he received notice of the hearing from the Residential Tenancy Branch ("RTB") reminder emails. The Tenants said that there have been floods where they live, and that they lost a lot of paperwork in the process of dealing with this. As such, they no longer have a Canada Post tracking number to prove service to their documents to the Landlord.

The Landlord also denied having received the Tenants' forwarding address, which they said they had served him in person on September 5, 2021, at 6:00 p.m.

The Tenants have been confounded by the absence of proof of service for a few proceedings, given their loss of documents in a flood. I find that the best course of action is to dismiss this Application with leave to reapply. This way the Tenants can **re-serve the Landlord** with their Application, their Notice of Hearing documents, and their evidence, and maintain proof of this service. The Tenants will have to re-apply for a dispute resolution hearing, re-submit all of their evidence to the RTB, and serve the

Landlord in a manner that they have proof of service available to submit to a new hearing.

Further, as of the date of this decision, the **Landlord has now been provided** with the **Tenants' newest forwarding**, which was provided in the hearing. The Landlord confirmed receipt of this address in the hearing.

Based on their unfortunate circumstances surrounding flooding in their area, the Tenants are granted another opportunity to apply for dispute resolution and serve the Landlord, such that the Tenants can provide proof of service. The Tenants are advised to serve the Landlord via Canada Post registered mail and/or in person with a witness who can testify to or provide a written statement about having served the Landlord. I find this is not prejudicial to the Landlord, as he will have another opportunity to provide evidence to support his version of events to any proceeding the Tenants initiate.

If either Party needs any assistance with this process, they are advised to contact our office and speak with an Information Officer for guidance.

### Conclusion

The Tenants' Application is dismissed with leave to reapply, pursuant to section 62 of the Act, given their unfortunate circumstances of flooding in their region, which led to the loss of their proof of service.

This Decision does not affect any time deadlines pursuant to the 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: July 28, 2022

---

Residential Tenancy Branch