



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of the security deposit, including double the amount, pursuant to section 38;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. The landlord did not attend the hearing.

Preliminary Issue: Service of Tenant's Application

The tenant's advocate initially testified that on November 9, 2022, she served a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord in person. The advocate then clarified that it was the forwarding address that was provided in person on November 9, 2022. The tenant's advocate stated she did not know it was her responsibility to serve the Application for Dispute Resolution on the landlord and she assumed the Residential Tenancy Branch would notify the landlord of the hearing date and time.

The responsibility is on the applicant to serve the Application package on the respondent. Instructions for service would have been communicated to the applicant by e-mail when she received the Application package from the Residential Tenancy Branch.

I am not satisfied the landlord has been served with the tenant's application for dispute resolution.

This application is dismissed with leave to reapply. The tenant was advised if reapplying to submit supporting evidence with the application ie) a copy of the Two Month Notice to End Tenancy for Landlord's Use and proof of forwarding address letter and service.

Conclusion

I dismiss the tenant's application with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: August 04, 2023

Residential Tenancy Branch