



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with a tenant's application for a monetary order for the return of the security deposit in the amount of \$275.00. The landlord did not attend the hearing. The tenant stated that he served the landlord with the notice of hearing by "*placing between entry doors*".

Issues(s) to be Decided

Was the landlord served the notice of hearing? Did the tenant pay a security deposit in the amount of \$275.00?

Background and Evidence

Section 89 of the *Residential Tenancy Act* addresses how to give or serve documents.

89 (1) An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;

(d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;

(e) as ordered by the director under section 71 (1)
[director's orders: delivery and service of documents].

Based on the testimony of the tenant, I am not satisfied that the notice of hearing was served in accordance with section 89 of the *Act*.

In addition, the tenant stated that in September 2013, he paid \$275.00 for a security deposit and the tenancy ended in November 2013. The tenant filed proof of having received a cheque from Social Services in the amount of \$250.00 for the payment of a security deposit, on November 26, 2013. The tenant's verbal testimony regarding date and amount of security deposit paid contradicted the evidence filed by the tenant. Therefore I find that the tenant has also not proven that he paid a security deposit in the amount of \$275.00, in September 2013.

Conclusion

The tenant's application is dismissed.

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 03, 2014

Residential Tenancy Branch

