



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF

Introduction and Analysis

This hearing dealt with the tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") seeking a monetary order for the return of their security deposit, pet damage deposit, garage opener deposit and the recovery of the cost of the filing fee.

Tenant R.H. (the "tenant") attended the teleconference hearing. As an agent for the corporate landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and the Application for Dispute Resolution (the "Application") were considered. The tenant testified that the Notice of Hearing and Application was mailed via Fed Ex courier to the landlord and could not immediately recall the date or tracking number. After a few minutes, the tenant was able to recall the date however the tracking number was showing as "invalid" on the Fed Ex tracking website. The tracking number has been included on the cover page of this decision for ease of reference and was confirmed by the tenant twice during the hearing.

Due to the tracking number showing as invalid and without any documentary evidence before me to support that the landlord had been properly served with the Notice of Hearing and Application, I am not satisfied that the landlord has been sufficiently served with the Notice of Hearing and Application.

Both parties have the right to a fair hearing and the landlord would not be aware of the hearing without having received the Notice of Hearing and Application. Therefore, I **dismiss** the tenants' application **with leave to reapply due to a service issue**. I note this decision does not extend any applicable time limits under the *Act*.

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 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: August 31, 2017

Residential Tenancy Branch