



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSDS-DR, FFT

This matter proceeded by way of an *ex parte* Direct Request Proceeding pursuant to section 38.1 of the *Residential Tenancy Act* (the “Act”), and dealt with an Application for Dispute Resolution filed by the Tenant for a monetary order for the return of double the security deposit and/or the pet damage deposit, and to recover the filing fee paid to make the application.

The Tenant submitted an unsigned and unwitnessed Proof of Service Tenant's Notice of Direct Request Proceeding which indicates that the Tenant served Landlord with the Notice of Direct Request Proceeding and supporting documents by registered mail on December 17, 2020. The Tenant provided a copy of the Canada Post receipts containing the Tracking Number to confirm this mailing.

In an *ex parte* Direct Request Proceeding, the onus is on the tenant to ensure that all submitted evidentiary material is in accordance with the prescribed criteria and that such evidentiary material does not lend itself to ambiguity or give rise to issues that may need further clarification beyond the purview of a Direct Request Proceeding. If the tenant cannot establish that all documents meet the standard necessary to proceed via the Direct Request Proceeding, the application may be found to have deficiencies that necessitate a participatory hearing, or, in the alternative, the application may be dismissed.

In this case, I find that the Proof of Service Tenant's Notice of Direct Request Proceeding does not include the time of service or the signature of the person serving the documents. Although it indicates the Notice of Direct Request Proceeding was served by registered mail, the Tenant's own digital signature appears to confirm receipt of some documents by hand.

Considering the above, I am not satisfied the Notice of Direct Request Proceeding and supporting documents were served on the Landlord in accordance with section 89 of the *Act*. Therefore, I dismiss the Tenant's application for a monetary order for the return of the security deposit and/or the pet damage deposit with leave to reapply.

As the Tenant was not successful in this application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this application. This aspect of the application is dismissed without 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: January 11, 2021

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Residential Tenancy Branch