



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding B. FARID HOMES LTD. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSDB-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 by the Tenant for a monetary order for the return of a security deposit and a pet damage deposit, and to recover the filing fee.

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.

The Tenant must prove they served the Notice of Dispute Resolution Proceeding and supporting documents in accordance with section 89 of the Act. In this case, as required under Policy Guideline #39, the Tenant submitted signed Proof of Service Tenant Notice of Direct Request Proceeding. This document declares that they served the Notice of Dispute Resolution Proceeding and supporting documents on the Landlord by registered mail on October 29, 2021. However, in support, the Tenant provided copies of Canada Post registered mail receipts dated January 19, 2022.

The Tenant's evidence regarding service of the Notice of Dispute Resolution Proceeding is contradictory. Therefore, I find I am unable to confirm when and if the Notice of Dispute Resolution Proceeding and supporting documents were served on the Landlord, which is a requirement of the Direct Request process.

Considering the above, I order that the Tenant's request to recover the security deposit and the pet damage deposit is dismissed with leave to reapply. This is not an extension of any time limit established under the Act.

As the Tenant has not been successful, I order that the Tenant's request to recover the filing fee 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: February 3, 2022

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Residential Tenancy Branch