



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction and Preliminary Matters

On January 20, 2022, the Tenants made an Application for Dispute Resolution seeking a return of the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “Act”) and seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

On February 2, 2022, this Application was set down for a teleconference hearing on September 1, 2022 at 1:30 PM.

Tenant P.C. attended the hearing, with B.K. attending as their advocate; however, neither Landlord made an appearance at any point during the 18-minute teleconference. At the outset of the hearing, the parties were informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, they provided a solemn affirmation.

B.K. advised that only one Notice of Hearing package was served to the Landlords, by registered mail, on February 5, 2022. He stated that he checked this tracking history in late February 2022, and it was waiting to be delivered; however, he did not check the tracking history again after that. He submitted that the package was not returned to sender. As well, he testified that the package was mailed to the dispute address and that the Landlords did not live there.

The Tenant confirmed that this package was sent to the dispute address because they did not know the Landlords’ address. However, they knew the Landlords lived across the street. She stated that she then served the Landlords the Notice of Hearing package by hand approximately three days ago.

Based on this testimony, a separate Notice of Hearing package was not served to each Landlord, as required by Rule 3.1 of the Rules of Procedure (the “Rules”). Furthermore, the Notice of Hearing package was served to an address that the Landlords did not live at. Moreover, while the Tenant claimed that she served this package to the Landlords approximately three days ago, this also does not comply with the timeframe requirements of Rule 3.1. of the Rules, and it would be prejudicial to accept this service within days of the hearing date.

For all of these reasons, I am not satisfied that the Landlords were sufficiently served the Notice of Hearing packages. As I am not satisfied that the Landlords have been served these packages in accordance with the *Act* and the Rules, I have dismissed this Application with leave to reapply.

Conclusion

Based on the above, I dismiss the Application for Dispute Resolution with leave to reapply. However, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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: September 1, 2022

Residential Tenancy Branch