



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **Decision**

### **Dispute Codes:**

<u>MND</u>	Monetary Order for Damage to the Unit/Site/Property
<u>MNDC</u>	Money Owed or Compensation for Damage or Loss
<u>MNR</u>	Money Owed for Rent
<u>OPB</u>	Order of Possession for Breaching a Material Term
<u>OPR</u>	Order of Possession for Unpaid Rent
<u>FF</u>	Recover the Filing Fee for this Application from the Respondent

### **Introduction**

This Dispute Resolution hearing was convened to deal with an Application by the landlord for a monetary order for money owed or compensation for damage or loss under the Residential Tenancy Act, (the Act) and an order of possession based on unpaid rent and a breach of a material term of the tenancy.

Only the landlord appeared.

### **Preliminary Issue**

At the outset of the hearing, the landlord advised that the tenant had vacated the unit without leaving a forwarding address and that because of this, the landlord had served the hearing package addressed to the dispute address where the tenant had previously resided during the tenancy.

Based on the testimony given by the landlord, I find that the tenants was not adequately served with this Application in compliance with Section 89 of the Act which states that an application for dispute resolution, when required to be served by the

landlord to the tenant, must either be given directly to the person or sent by registered mail to the address at which the person resides or to a forwarding address provided by the tenant. In this instance the Notice of Hearing was sent by registered mail to an address that the Landlord was aware had been already vacated by the tenant.

The burden is on the Applicant to prove that the service was within the above provisions. As the landlord served the documents to the tenant's former address, this can not be considered as registered mail to the "*address at which the person resides*" and is therefore not valid service under the Act.

Given the above, the matter under dispute cannot proceed because the tenant was not properly served and I therefore have no choice under the Act but to dismiss this application with leave to reapply at a later date should the landlord wish to do so, once a service address has been located for the respondents.

July 2009

Date of Decision

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Dispute Resolution Officer