

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for damage to the unit, for unpaid rent, to keep all the security deposit, and to recover the cost of the filing fee from the Tenants for this application.

Preliminary Issues

The Landlord testified and referred to a mutual agreement to end tenancy effective April 30, 2008 which was signed by the Landlord and one of the Tenant's. The Landlord stated that she did not apply for dispute resolution until now because she did not know where the Tenants were residing. The Landlord argued that she kept searching on the internet and recently found an address associated with the Tenant's name which is the address the registered mail was sent to.

The Landlord testified that she has seen the Tenant at a neighbourhood pool and around the community and the address she mailed the notice of dispute resolution to for the Tenants is in the same community.

Analysis

The Landlord provided evidence that the hearing packages, which were sent to each Tenant, was returned to the Landlord. The Landlord could not testify for certain that she knew that the address where the Notice of Dispute Resolution hearing packages were mailed was in fact where the Tenants resided. The Landlord stated that it was an address the Landlord found on the internet associated with the Tenant's name.

I find that service of the Notice of Dispute Resolution was not effected in accordance with Section 89 of the *Residential Tenancy Act* which states that service of Notice of Dispute Resolution, if sent via registered mail, must be sent to the address at which the

person resides. To find in favour of an application for a monetary claim, I must be satisfied that the rights of all parties have been upheld by ensuring the parties have been given proper notice to be able to defend their rights. As I have found the service of documents not to have been effected in accordance with the *Act*, I dismiss the Landlord's claim, with leave to reapply.

Conclusion

I HEREBY DISMISS the Landlord's claim, with 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: September 04, 2009.

Dispute Resolution Officer