

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 money owed or compensation for damage or loss under the Act, 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 that he personally served the Tenants with notice of today's hearing by handing the hearing package to the Tenants' son on Sunday September 13, 2009. The Landlord stated that the Tenants' son is a grade twelve student and someone he considers to be an adult.

Analysis

The Landlord provided testimony that he served the Tenants the hearing packages from his June 9, 2009 application, on Sunday September 13, 2009, by handing the packages to the Tenants' son, a child who is a grade twelve student.

I find that service of the Notices of Dispute Resolution were not effected in accordance with section 59(3) of the *Residential Tenancy Act* (the Act) which stipulates that notices of dispute resolution must be served to the respondents within 3 days of filing the application so in this case service of the hearing documents needed to be initiated by June 12, 2009. I also find that service of the hearing documents were not done in accordance with section 89 of the Act which stipulates that if the respondent is a tenant then service must be conducted either in person with each tenant or by sending it registered mail to the address at which the person resides or to the forwarding address

provided by the tenant. 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.

I note that the Landlord did not spell the Male Tenant's name properly and did not write the correct address of the rental unit on his application. I must remind the Landlord that an application for Dispute Resolution is a legal document and care must be taken to ensure it is completed properly.

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 17, 2009.

Dispute Resolution Officer