

DECISION

Dispute Codes

OPR MNSD MNR MNDC MND FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain an Order of Possession for unpaid rent, a Monetary Order to keep the security and or pet deposit, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for damage to the unit, site or property, and to recover the cost of the filing fee from the Tenants for this application.

Issues(s) to be Decided

Is the Landlord entitled to an Order of Possession for unpaid rent under section 55 of the *Residential Tenancy Act*?

Is the Landlord entitled to a Monetary Order a) to keep the security and or pet deposit, and b) for unpaid rent or utilities, and c) for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and d) for damage to the unit, site or property, under sections 38, 67, and 72 of the *Residential Tenancy Act*?

Background and Evidence

The Landlord testified service of the Notice of Dispute Resolution packages were sent to each Tenant at the rental unit address via registered mail on March 5, 2010. The Landlord confirmed that the Tenants vacated the rental unit on March 1, 2010.

Analysis

The evidence supports the Notice of Dispute Resolution packages were sent via registered mail to each Tenant to an address where the Tenants no longer reside.

I find that service of the Notices of Dispute Resolution were 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.

As the Landlord has not been successful with his application, I find that he is not entitled to recover the cost of the filing fee from the Tenant.

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: April 15, 2010.

Dispute Resolution Officer