



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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, site or property, for unpaid rent or utilities, to keep all or part of pet damage deposit or security deposit, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee from the Tenant for this application.

### Issue(s) to be Decided

1. Has service of the hearing documents been completed in accordance with the *Residential Tenancy Act*?

### Background and Evidence

The Landlord advised the hearing documents were served via registered mail to the Tenant to an address listed on Facebook for the Tenant's business. The registered mail package was returned unclaimed. The Landlord could not confirm the Tenant resided at this address.

### Analysis

The Landlord provided evidence that the hearing package which was sent via registered mail 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 package was mailed was in fact where the Tenant resides. The Landlord stated that it was an address the Landlord found on the internet associated with the Tenant's business.

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.

As the Landlord has not been successful with her application, I find that she 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: August 26, 2011.

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Residential Tenancy Branch