



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution, seeking a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The landlord testified that she mailed the Notice to a new address of the tenant by registered mail. The landlord testified that the tenant did not provide the new address. The landlord stated that her fiancée had seen the tenant on three or four occasions at the address to which she mailed the Notice. The landlord stated that she believes the address is both the work and home address for the tenant and described that the tenant's vehicle was outside and there has been movement at the address. The landlord confirmed that the registered mail package was not picked up by the tenant.

Residential Tenancy Branch Policy Guideline #12 Service Provisions requires that where a landlord is serving a tenant by registered mail, the address for service must be where the tenants reside at the time of mailing, or the forwarding address provided by the tenants. The landlord has failed to provide evidence that the tenant is residing at the address to which the Notice was mailed. A belief based on movement and the type of vehicle outside the new address, and taking into account that the package was not delivered to the tenant, is insufficient evidence of service of the Notice. Therefore, **I find** the tenants have not been served in accordance with Policy Guideline #12.

The tenant has a right to a fair hearing and would not be aware of the hearing without having received notice of the dispute resolution hearing. Therefore, **I dismiss** the landlord's application with leave to reapply. I note this does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: October 05, 2012

Residential Tenancy Branch