



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEAK PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

INTERIM DECISION

Dispute Codes ERP, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant had applied for monetary compensation for emergency repairs and return of her security deposit. The landlord applied for monetary compensation for unpaid and/or loss of rent; late fees, NSF fees, utility bills, cleaning; and, authorization to retain the security deposit. The Both parties appeared or were represented at the scheduled hearing.

Preliminary and Procedural Matters

I determined the tenant had served her Application for Dispute Resolution and some of her evidence upon the landlord. The tenant explained that the evidence she did not serve upon the landlord consisted of email exchanges between them. I informed the parties that the tenant would be permitted orally describe the content of relevant email exchanges during the hearing.

The tenant submitted that she had not received the landlord's Application for Dispute Resolution or the landlord's evidence. The landlord provided evidence that the landlord's hearing package was sent to the tenant via registered mail sent to her at the rental unit on March 11, 2013.

Although the tenant had provided the rental unit as her service address on her Application for Dispute Resolution filed February 20, 2013, the tenant testified that she had not resided at the rental unit since March 1, 2013. Other than a TV and some garbage she did not have any possessions left at the rental unit. I found the tenant's description as to how she left the unit to be consistent with the landlord's description of what was found during an inspection of the unit on March 12, 2013.

An Application for Dispute Resolution involving a monetary claim must be served in a manner that complies with section 89(1) of the Act. Where a landlord chooses to use registered mail to serve an Application for Dispute Resolution upon a tenant, the

registered mail must be sent to the tenant's address of residence at the time of mailing or the tenant's forwarding address.

Considering all of the above, I found the tenant was not residing at the rental unit when the landlord's Application for Dispute Resolution was mailed to her. Nor did I consider the rental unit address provided on her Application for Dispute Resolution to be her forwarding address; rather, it was her address of residence at the time of filing.

Although the tenant was remiss in providing the landlord with a new service address, the tenant's failure to do so is not in itself sufficient for me to conclude service of the landlord's Application for Dispute Resolution was compliant with the requirements of section 89(1) of the Act.

The tenant provided a forwarding address during the hearing that she confirmed would be sufficient to receive documents. I confirmed and recorded the address as follows:

[address suppressed to protect privacy]

Having found the landlord's Application for Dispute Resolution had not been served upon the tenant using an address that complies with section 89(1) of the Act I ordered the hearing adjourned so as to permit the parties to serve documents in a manner that complies with the Act and Rules of Procedure. As this hearing has been adjourned and with a view to an efficient use of the reconvened hearing time, I permit the tenant to serve the landlord with printed copies of the email exchanges she intends to rely upon.

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: March 19, 2013

Residential Tenancy Branch

