



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNSD, MNDC, MNR, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for the cost of cleaning and repairs, unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The landlord stated that the tenant moved out sometime in April 2013, without informing him and left the unit in a condition in which it could not be re rented. The landlord served the tenant with a copy of this application, a notice of hearing and an evidence package, by registered mail on May 25, 2013. However, since the landlord did not have a forwarding address for the tenant, he served it at her place of work. The package was accepted and signed for by an employee other than the tenant. The tenant did not attend the hearing.

### **Issue to be Decided**

Was the tenant served with the notice of hearing pursuant to Section 88 of the *Residential Tenancy Act*? If so, is the landlord entitled to his monetary claim?

### **Analysis**

Section 88 of the *Residential Tenancy Act* addresses how to give or serve documents. The purpose of serving a notice of hearing under the Legislation is to notify the person being served of matters relating to arbitration. The tenant is entitled to have an opportunity to be heard at the hearing. Based on the testimony of the landlord, I am not satisfied that the notice of hearing was served in accordance with section 88 of the *Act*.

### **Conclusion**

The landlord's application is dismissed 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 23, 2013

---

Residential Tenancy Branch

