



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MND, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

Issue(s) to be Decided

Is the Landlord entitled to compensation for compensation for damage to the rental unit?

Background and Evidence

The Landlord stated that on May 21, 2013 he sent one package to the service address listed on the Application for Dispute Resolution; that the package was addressed to both Respondents; that the package contained a Notice of Hearing and an Application for Dispute Resolution for each Respondent; and that the package was marked "unclaimed" and was returned to him.

Analysis

The purpose of serving the Application for Dispute Resolution and the Notice of Hearing to tenants is to notify them that a dispute resolution proceeding has been initiated and to give them the opportunity to respond to the claims being made by the landlord. When a landlord files an Application for Dispute Resolution in which the landlord has applied for a monetary Order, the landlord has the burden of proving that each respondent is served with the Application for Dispute Resolution in compliance with section 89(1) of the *Residential Tenancy Act (Act)*.

Section 89(1) of the *Act* stipulates, in part, that a landlord must serve a tenant with an Application for Dispute Resolution in one of the following ways:

- (a) by leaving a copy with the person;
- (c) by sending a copy by registered mail to the address at which the person resides;
- (d) by sending a copy by registered mail to a forwarding address provided by the tenant;
or
- (e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

The Landlord mailed one package that was addressed to both Tenants and the package was not delivered to either Tenant. Had this package been addressed only to one of the Tenants, I would have been able to conclude that the Tenant had been served pursuant to section 89(1)(c) of the *Act*. As this package was addressed to both Tenants, I find that I cannot determine which of the two Tenants was served with the package by registered mail.

Conclusion

As the Landlord has failed to establish which Tenant was served with notice of this hearing, I dismiss the Landlord's Application for Dispute Resolution, 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 19, 2013

Residential Tenancy Branch

