



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on November 6, 2013, by the Tenant to cancel a Notice to end tenancy issued for unpaid rent.

### Issue(s) to be Decided

Has the Tenant met the burden of proof for service of the hearing documents?

### Background and Evidence

The Tenant appeared and testified that he served the Landlord the hearing documents via regular mail, on the date he was instructed to.

### Analysis

Section 89(1) of the Act stipulates that an application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;

(e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

In the absence of the respondent Landlord, the burden of proof of service of the hearing documents lies with the applicant Tenant. The Tenant testified that he served the hearing documents by regular mail, which I find is not in accordance with section 89 of the Act, as listed above.

To find in favour of an application, 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 section 89 of the Act, I dismiss the Tenant's claim, with leave to reapply.

#### Conclusion

**I HEREBY DISMISS** the Tenant's claim, with leave to reapply.

This dismissal does not extend any time limits set forth in the *Residential Tenancy Act*.

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: December 19, 2013

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Residential Tenancy Branch

