



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WINCHESTOR MANOR LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR MNR MNSD MNDC FF

Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution, seeking an order of possession for unpaid rent or utilities, a monetary order for unpaid rent or utilities, for authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

Two agents for the landlord (the "agents") attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The agents testified that the Notice of Hearing was mailed via registered mail to the rental unit on January 20, 2014, although the tenant was deemed to have abandoned the rental unit five days earlier, on January 15, 2014. A tracking number was provided as evidence. The agents testified that when they tracked the registered mail package online, although the registered mail package was successfully delivered, the signature of the person who received the package did not match the signature of the tenant as indicated on the tenancy agreement.

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 tenant resides at the time of mailing, or the forwarding address provided by the tenant. The agents stated that the tenant did not provide a forwarding address and was deemed to have abandoned the rental unit on January 15, 2014. Therefore, **I find** the tenant has not been served in accordance with Policy Guideline #12 as the tenant abandoned the rental unit five days prior to being served by the landlords, and the signature of the person who picked up the registered mail package did not match the signature of the tenant, based on the testimony of the agents.

Both parties have a right to a fair hearing and the tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing. Therefore, **I**

dismiss the landlord's application **with leave to reapply**. I note this decision does not extend any applicable time limits under the *Act*.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue. This decision 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: March 4, 2014

Residential Tenancy Branch

