



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Hollyburn Properties Casa Bella  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent.

The landlord submitted documentary evidence to confirm the tenant was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on December 18, 2013 to the dispute address.

The landlord submitted in their Application that the tenant had "SKIPPED and failed to pay December rent...." [Reproduced as written]. Section 89 of the *Residential Tenancy Act (Act)* stipulates that an application for dispute resolution, 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).

As the landlord was aware the tenant no longer lived in the rental unit when the submitted their Application for Dispute Resolution and still served the tenant at the dispute address I find the landlord failed to serve their Application and notice of this hearing in accordance with Section 89.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid rent; for keys and fob replacements; cleaning; and liquidated damages; for all or

part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 37, 38, 45, 67, and 72 of the *Act*.

Conclusion

Based on the landlord's failure to serve the tenant with their Application for Dispute Resolution and the notice of hearing documents I dismiss this Application in its entirety 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: March 31, 2014

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Residential Tenancy Branch

