



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, MND, MNDC, FF

### Introduction and Preliminary Matter

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for a monetary order for money owed or compensation for damage or loss, alleged damage to the rental unit and for unpaid rent, for authority to retain the tenant's security deposit, and to recover the filing fee.

The landlord attended; the tenant did not attend the telephone conference call hearing.

At the outset of the hearing, the landlord informed me that the registered mail envelopes in which she sent the tenant her application and notice of hearing had been returned to her, unclaimed. The landlord explained that she made two attempts to serve the tenant via registered mail, as the first envelope was returned.

I then asked the landlord which address was used to serve the tenant, and she replied that the first one was taken from the tenant's website, the second attempt was to an address the landlord found on mail addressed to the tenant, and that she has not made an application for substituted service.

### Analysis and Conclusion

Section 89(1) of the Residential Tenancy Act requires that an application for dispute resolution be served upon the respondent (the tenant in this case) by leaving it with the person, by sending a copy by registered mail to the address at which the person resides or if a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant.

In the case before me I find that the landlord failed to provide sufficient evidence that the address she used for service of her application and notice of hearing by registered

mail was the address at which the tenant resided or to a forwarding address provided by the tenant.

I therefore find the landlord submitted insufficient evidence that she served the tenant her application for dispute resolution and notice of this hearing in a manner required by the *Act* and as a result, I dismiss the landlord's application, with leave to reapply.

Leave to reapply does not extend any applicable time limitation deadlines.

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* and is being mailed to both the applicant and the respondent.

Dated: April 16, 2014

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Residential Tenancy Branch

