



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords for: a Monetary Order for damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and to recover the cost of this Application from the Tenant.

One of the Landlords appeared for the hearing and provided affirmed testimony during the hearing as well as written evidence in advance of the hearing.

The Landlord testified that the Tenant had been served a copy of the Application, the Notice of Hearing documents and the written evidence prior to the hearing by registered mail. The Landlord provided the Canada Post tracking number as evidence for this method of service.

There was no appearance for the Tenant and therefore I turned my mind to the manner in which the above documents had been served. The Landlord testified that while the Tenant had not provided a forwarding address for the return of the security deposit, they were able to determine the Tenant’s forwarding address and attended the location to provide the Tenant with abandoned property from the rental suite. At the Tenant’s new address, the Tenant refused to come out of the address and asked that his property be left at the front door.

Based on the Landlord’s testimony, I am satisfied that the Landlord served the Tenant with the required documents to the address where the Tenant currently resides. Section 90(a) of the Act states that a document served by mail is deemed to have been received five days after it is mailed. A party cannot avoid service by a failure or neglect to pick up mail and neither can this form the basis for a review application. As a result, in the

absence of any evidence from the Tenant to dispute this, I determined that the Landlord had served the Tenant with the required documents in accordance with the Act.

However, at the start of the hearing the Landlord withdrew the entire application as they wanted to reconsider their monetary claim against the Tenant.

As a result, I dismissed the Landlord's Application with leave to re-apply.

I have not made any finding of fact or law with respect to the Landlords' Application.

At the conclusion of the hearing, I provided the Landlord with information in respect to the rights and obligations of the Landlord and Tenant under the 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: June 19, 2014

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Residential Tenancy Branch

