



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNR, MNDC

### 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 and for unpaid rent, and for authority to retain the tenant's security deposit.

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 envelope in which she sent the tenant her application and notice of hearing had been returned to her, unclaimed.

I then asked the landlord which address was used to serve the tenant, and she replied that the tenant sent her a text message prior to moving out; however, the landlord failed to provide a copy of the text message and confirmed she was unable to obtain a copy from her mobile device provider.

### 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*.

Dated: July 23, 2014

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Residential Tenancy Branch

