



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REGIUS INVESTMENT CORP.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. An agent for the landlord appeared and the male respondent.

Preliminary Issue – Identity of tenant(s)

The male respondent submitted that he did not sign the tenancy agreement and did not consider himself a tenant. The landlord's agent explained that the female tenant listed the male respondent as a tenant since he was going to reside in the rental unit. The tenancy agreement and Form K submitted as evidence by the landlord contained a signature of the female tenant named in this Application but not that of the male respondent. Since the male respondent did not have privity of contract I found that he was not a tenant and does not have rights or obligations under the tenancy agreement. The male respondent stated he is the son of the female respondent but he was not present to represent his mother. Therefore, I excluded him from the remainder of the proceeding.

Preliminary Issue – Service of hearing documents upon tenant

Under section 89(1) of the Act, where a landlord serves a tenant with a monetary claim by registered mail, the address used for service must be: the tenant's forwarding address; the tenant's address of residence at the time of mailing; or, as so ordered by the Director.

Included in the landlord's evidence package was a copy of the registered mail receipt, including tracking number, and print-out from Canada Post showing the hearing documents sent to the female tenant on May 26, 2014 were returned as unclaimed.

I noted that the address used by the landlord to send the registered mail to the female tenant was not the forwarding address she had sent to the landlord via email on May 15, 2014.

The address used by the landlord was the address of a property in which the female respondent has a registered interest since 2000, as indicated on the land title document provided as evidence by the landlord; however, the landlord acknowledged that the female tenant does not reside at that address. Rather, the tenant's family members reside at that address.

Since the landlord used an address that was not the tenant's forwarding address or her address of residence, I found the landlord did not sufficiently serve the hearing documents upon the tenant. Therefore, I dismissed the landlord's application against her with leave to reapply. I note that this does not extend any deadlines provided under the Act.

Conclusion

The landlord's monetary claims against the female tenant are dismissed 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: September 24, 2014

Residential Tenancy Branch

