



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords for a monetary order for unpaid rent or utilities; for an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; and to recover the filing fee from the tenants for the cost of the application.

An agent for the landlords attended the hearing, gave affirmed testimony, and provided evidentiary material in advance of the hearing. However, despite being served with the Landlord's Application for Dispute Resolution and notice of hearing documents by registered mail on May 29, 2014, no one for the tenants attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the landlord's agent. The landlord's agent testified that the documents were served on that date and in that manner and orally provided one tracking number assigned by Canada Post.

The landlords have also provided a copy of the tenancy agreement related to this application and I note that the applicants named therein are not named in the tenancy agreement, and are not parties to the contract. However, the agent who attended the hearing is a party to the tenancy agreement, named as the landlord.

The *Residential Tenancy Act* requires that where a monetary order is sought, each of the respondents must be individually served with the hearing package provided by the Residential Tenancy Branch. In this case, I am satisfied that a tenant was served in accordance with the *Act*, but I am not satisfied which tenant was served. During the course of the hearing, the landlord's agent was told that respondents could not avoid service by registered mail because the *Act* states that the documents are deemed to have been served 5 days after mailing.

Having found that the landlords named in the Landlord's Application for Dispute Resolution are not parties to the tenancy agreement, and because the landlord's agent was told during the hearing that documents are deemed served under the *Act*, I find it just in the circumstances to dismiss the landlords' claim with leave to reapply.

Conclusion

For the reasons set out above, the landlords' application is hereby 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 09, 2014

Residential Tenancy Branch

