



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0899169 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MND, O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for damage to the unit pursuant to section 67; and
- an "other" remedy.

The corporate landlord was represented by its agents. The tenant JF appeared. The agents alleged that the person appearing was JF and stated that it was the agent's belief that the person appearing at the teleconference hearing was the occupant GK. It is not necessary that I resolve this factual issue in order to dispense with this hearing.

Preliminary Issue – Amendment to Application

The landlord's original application named one of the landlord's shareholders as the landlord. At the hearing, the landlord asked that I amend the landlord's application to set out the correct legal name of the landlord. Landlord testified that the landlord is a numbered company. Tenant agrees that the landlord is the numbered company. As all parties present agreed that the landlord is the numbered company, I allowed the amendment.

Preliminary Issue – Service of Dispute Resolution Package

The landlord's agent testified that the landlord served the tenants with the dispute resolution package on 28 January 2015 by registered mail. The landlord provided me with a Canada Post customer receipt. The receipt shows that the packages were sent by regular mail and not by registered mail. As a result, no tracking number was provided.

The tenant ZT did not appear. The tenant JF testified that he did not receive the dispute resolution package until 13 February 2015 as he no longer resides at the rental unit. The tenant testified that if he had more time he would have provided evidence that would have been important to my determination of this case.

Service of the dispute resolution package must be carried out in accordance with section 89 of the Act:

- (1) An application for dispute resolution ... when required to be given to one party by another, must be given in one of the following ways:
 - (a) by leaving a copy with the person;
 - (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
 - (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
 - (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;...
- (2) An application by a landlord under section 55 [*order of possession for the landlord*], ... must be given to the tenant in one of the following ways:
 - (a) by leaving a copy with the tenant;
 - (b) by sending a copy by registered mail to the address at which the tenant resides;
 - (c) by leaving a copy at the tenant's residence with an adult who apparently resides with the tenant;
 - (d) by attaching a copy to a door or other conspicuous place at the address at which the tenant resides;...

As the tenants were not served with the dispute resolution package in accordance with the Act, I informed the landlord at the hearing that its application was dismissed with leave to reapply.

The landlord may find *Residential Tenancy Policy Guideline*, "12. Service Provisions" helpful in any subsequent application.

Conclusion

The landlord's application is dismissed with leave to reapply. Leave to reapply is not an extension of any timelines.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: February 16, 2015

Residential Tenancy Branch

