



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PRINCE GEORGE & DISTRICT ELIZABETH FRY HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 28 minutes. The landlord's agent, CP ("landlord") attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord confirmed that she is the manager for the landlord company named in this application and that she had authority to represent the landlord company as an agent at this hearing.

### Preliminary Issue – Service of Landlord's Application

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package ("Application") on January 30, 2015, by way of registered mail to her place of employment. The landlord provided a Canada Post receipt and tracking number as proof of service, with the landlord's Application.

The landlord testified that she obtained the tenant's employment address when she telephoned the tenant's employer. The landlord stated that the tenant did not provide her with a forwarding address at the end of this tenancy, so she did not know where to serve the tenant. The landlord stated that she was aware of the tenant's location of

employment and so she called to obtain the address. The landlord confirmed that the tenant did not provide her with the employment address as a forwarding address.

#### Analysis – Service of Landlord’s Application

Section 89(1) of the *Act* outlines the methods of service for an application for dispute resolution, which reads in part as follows:

*89 (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;...*

*(c) by sending a copy by registered mail to the address at which the person resides ...;*

*(d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;*

*(e) as ordered by the director under section 71(1) [director's orders: delivery and service of documents].*

The landlord has failed to sufficiently demonstrate that the tenant was served in accordance with section 89(1) of the *Act*. The Application was delivered to the tenant’s place of employment. The tenant did not provide the landlord with her employment location as a forwarding address. The tenant does not reside at her place of employment. During the hearing, I advised the landlord that the tenant was not served with the landlord’s Application at the address at which she resides or at a forwarding address provided by the tenant, in accordance with section 89(1) of the *Act*.

During the hearing, I advised the landlord that if she is unable to serve the tenant in accordance with section 89(1)(a), (c) or (d) of the *Act*, that she could apply for an order to serve the tenant by way of substituted service under section 71(1) of the *Act*. During the hearing, I also advised the landlord that I was dismissing the landlord’s entire Application with leave to reapply.

#### Conclusion

The landlord’s entire application is 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: April 17, 2015

