



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353178 B.C. LTD.
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 27 minutes. The landlord's agent, SB ("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 he is the property manager for the landlord company named in this application and that he had authority to represent it 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 November 14, 2014, by way of registered mail. The landlord did not provide a Canada Post receipt or tracking number to confirm this service. The landlord stated that he was out of town and unable to access a receipt or tracking number during the course of the hearing.

Analysis – Service of Landlord's Application

Residential Tenancy Policy Guideline 12 outlines the methods to prove service of documents:

Where the respondent does not appear at a Dispute Resolution hearing, the applicant must be prepared to prove service under oath.

...

Proof of service by registered mail should include the original receipt given by the post office and should include the date of service, the address of service, and that the address of service was the person's residence at the time of service...

Failure to prove service may result in the matter being dismissed, or dismissed with leave to reapply...

The tenant did not attend the hearing. I find that the landlord has failed to provide sufficient proof of service by way of registered mail. The landlord did not provide a registered mail receipt with the date of service and the address of service.

Accordingly, the landlord's application, with the exception of the filing fee, is dismissed with leave to reapply.

The landlord's application to recover the \$50.00 filing fee from the tenant, is dismissed without leave to reapply.

Conclusion

The landlord's application, with the exception of the filing fee, is dismissed with leave to reapply. I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

The landlord's application to recover the filing fee is dismissed without 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: July 03, 2015

Residential Tenancy Branch

