



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord did not attend this hearing, which lasted approximately 15 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

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

The tenant testified that the landlord was served with the tenant's application for dispute resolution hearing package ("Application") on March 12, 2015, by way of registered mail. The landlord provided a copy of a Canada Post tracking number with her Application. The landlord testified that her Application was sent back to her and provided a copy of the Canada Post envelope which indicates "no such person" and that the landlord had "moved," as per the "undeliverable mail office" on April 1, 2015.

The tenant testified that the landlord was served at his last known address, which was provided to the tenant on August 27, 2014, by way of a 2 Month Notice to End Tenancy for Landlord's Use of Property, of the same date ("2 Month Notice"). The tenant provided a copy of this 2 Month Notice with her Application. The tenant stated that she did not know whether the landlord still resided at that address and she had not communicated with the landlord since she received the above notice on the above date.

### Analysis – Service of Tenant'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 (emphasis added):

*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;...*

*(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**...;*

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

I find that the tenant has failed to sufficiently demonstrate that the landlord was served in accordance with section 89(1) of the *Act*.

The landlord did not attend this hearing. The tenant confirmed that she received her Application back from the post office, indicating that the landlord had moved. The tenant confirmed that she had not made efforts to locate the landlord since receiving that information. The tenant indicated that the 2 Month Notice was served to her on August 27, 2014, that her Application was filed on March 11, 2015 and that she had no knowledge of the landlord's address during the above lengthy time period or now.

Accordingly, I am unable to confirm that this is an address at which the landlord resides or carries on business, in accordance with sections 89(1)(c) of the *Act*. For the above reasons, I am not satisfied that the landlord was served with the tenant's Application in accordance with section 89(1) of the *Act*. At the hearing, I advised the tenant that I was dismissing her Application for a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, with leave to reapply. I advised the tenant during the hearing that her Application to recover the \$50.00 filing fee was dismissed without leave to reapply. I notified the tenant that if she decided to make a new application, that she would be required to pay another filing fee. I also advised the tenant that she could apply to serve the landlord by way of substituted service, in accordance with section 71 of the *Act*, if necessary.

Throughout this hearing and particularly when giving my oral reasons, the tenant became increasingly upset and repeatedly interrupted me. I warned the tenant several times about her conduct during this conference and the fact that it was inappropriate.

However, the tenant continued with the same behaviour, despite my warnings. The tenant frequently repeated the same questions and comments throughout the hearing. Despite my attempts to clarify the same information repeatedly and after advising the tenant that my role was not to provide her with legal advice during the conference, the tenant continued to ask the same questions and make the same comments. After confirming the tenant's mailing information and while I was making final comments, the tenant disconnected from the conference call without warning.

### Conclusion

The tenant's Application for a monetary order for money owed or compensation for damage or loss under the *Act, Regulation* or tenancy agreement, is dismissed with leave to reapply.

The tenant's Application to recover the \$50.00 filing fee is dismissed without leave to reapply. The tenant must bear the cost of this filing fee.

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: August 10, 2015

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Residential Tenancy Branch

