



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This hearing dealt with the tenants' 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; and
- authorization to obtain a return of the security deposit, pursuant to section 38;

The two landlords did not attend this hearing, which lasted approximately 34 minutes. The two tenants, tenant DO ("tenant") and "tenant DC" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

### Preliminary Issue – Service of Tenants' Application

The tenant testified that the two landlords were each served with a separate copy of the tenants' application for dispute resolution hearing package ("Application") on June 22, 2015, by way of registered mail. The tenants provided copies of Canada Post receipts and tracking numbers with their Application. The tenant confirmed that the address used to serve the landlords was the rental unit address. The tenant stated that he inquired at the Canada Post office and was advised that the packages were delivered successfully to the landlords. However, the Canada Post website indicates that the packages were not claimed by the landlords and they were returned to sender, but the sender could not be located.

The tenant testified that the two landlords were each served with a separate copy of the amendment to the tenants' application ("Amendment"), filed on November 4, 2015, on the same date, by way of registered mail to the rental unit address. The tenants provided copies of Canada Post receipts and tracking numbers with their Application.

The Canada Post website indicates that the packages were successfully delivered to the recipients.

The tenant testified that the tenants were not given an address at which to contact the landlords. He stated that the landlords only provided a receipt for payment of the security deposit, which indicated the address of the rental unit. The receipt was provided by the tenants with their Application. The receipt indicates the name of a person that is not named as a landlord in the tenants' Application. The tenant stated that the landlords probably live at this address, as the tenants did not occupy the rental unit at any point. The tenant stated that this same address was also obtained from a city land district office that advised him that the landlords lived at the address. The tenant stated that he inquired with this office in person and he did not receive any written documentation from them confirming the landlords' address. The tenant indicated that he was referred to the office by the Residential Tenancy Branch ("RTB") because he was having difficulty locating the landlords.

#### 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 tenants have failed to sufficiently demonstrate that the landlords were served in accordance with section 89(1) of the *Act*.

The landlords did not attend this hearing. The Canada Post website indicates that the original Application and evidence packages were returned to sender unsuccessfully. Although the Amendment packages were delivered, this does not confirm that the landlords live or carry on business at the above address. The tenants did not provide any documentary evidence to show where they obtained the address or that the

address is the location at which the landlords live or carry on business. The tenants provided a receipt but it indicates a different name on it, not the landlords' names.

Accordingly, I am unable to confirm that the landlords were served at an address at which the landlords reside or carry on business, in accordance with section 89(1)(c) of the *Act*.

At the hearing, I advised the tenants that I was dismissing their entire Application with leave to reapply. I notified the tenants that if they wished to reapply, they would be required to file a new application form as well as submit any relevant evidence, as the information from this current application would not be transferred over to their new file if they choose to reapply. I also advised the tenants that they could apply to serve the landlords by way of substituted service, in accordance with section 71 of the *Act*, if necessary.

I advised the tenants that if necessary, they could speak with an information officer at the RTB to inquire about the methods by which they can serve the landlords with their application under section 89 of the *Act*, as well as ways of proving service of an application at a hearing.

The tenants confirmed their understanding regarding the above information.

### Conclusion

The tenants' 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: November 25, 2015

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Residential Tenancy Branch

