



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 758220 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act, (the “Act”), for compensation for money lost, and for the return of the security deposit.

Both parties appeared.

Preliminary matter

At the outset of the hearing the landlord indicated that they have not been served with the tenants’ application or evidence. The landlord indicated that they were notified of the date and time when they called into the Residential Tenancy Branch.

The tenants indicated that they sent two packages by registered mail, one package was sent to the corporate address, which they just noticed that it was returned because the address was incomplete, as they accidentally missed two digits in the address. The second package was sent to the landlord’s agents address and it was refused.

The landlord indicated that they did not refuse any package as they were not notified to pick up any package by Canada Post. The landlord indicated that they also are no longer residing at that address.

In this case, the tenants sent two registered mail packages. The one package was sent to the corporate landlord and was returned to the tenants as the address was not completed properly by the tenants. I find the corporate landlord has not been served in accordance with the Act.

The second package was sent to the landlord's agent and returned to the tenants unclaimed, not refused. When documents are sent by registered mail they are deemed served under the Act, as refusal or neglect to pick up a package does not override the deemed service provision.

However, I accept the evidence of the landlord that they did not receive notification from Canada Post, and only learned of the date and time when they contacted the Residential Tenancy Branch. I find the landlord's actions of attending the hearing, although not served, supports that they are not avoiding this matter. I further note that the deemed served provisions of the Act are subject to a rebuttable presumption. In this case, I find the landlords have successfully rebutted the presumption of service.

The tenants were provided with proper service addresses for the landlord at the hearing.

As the landlords were not served with the tenants' application or evidence and the principles of natural justice require that a person be informed and given particulars of the claim against them. I dismiss the tenants' application with leave to reapply.

Conclusion

The tenant's 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 12, 2015

Residential Tenancy Branch

