



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, MND, MNR, FF

Introduction and Preliminary Matter

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act ("Act"). The landlord applied for authority to keep all or part of the tenant's security deposit, for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation, alleged damage to the rental unit, and unpaid rent, and for recovery of the filing fee paid for this application.

The landlord attended; the tenant did not attend the telephone conference call hearing.

At the outset of the hearing, the landlord informed me that the registered mail envelope in which he sent the tenant his application and notice of hearing had been mailed to an address where the tenant was allegedly employed.

The landlord submitted evidence showing the tracking history of the registered mail, which reflected that someone at the business address collected the registered mail; however, there was no proof supplied by the tenant which would indicate that the tenant received the registered mail package containing the landlord's application.

Analysis and Conclusion

Section 89(1) of the Residential Tenancy Act requires that an application for dispute resolution be served upon the respondent (the tenant in this case) by leaving it with the person, by sending a copy by registered mail to the address at which the person resides or if a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant.

In the case before me I find that the landlord failed to provide sufficient evidence that the address he used for service of his application and notice of hearing by registered

mail was the address at which the tenant resided or to a forwarding address provided by the tenant.

I therefore find the landlord submitted insufficient evidence that he served the tenant his application for dispute resolution and notice of this hearing in a manner required by the Residential Tenancy Act and as a result, I dismiss the landlord's application, **with leave to reapply.**

Leave to reapply does not extend any applicable time limitation deadlines.

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: December 22, 2015

Residential Tenancy Branch

