



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for unpaid rent or utilities, to keep all or a portion of the security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing. The tenant did not attend the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the Notice of Hearing, Application and documentary evidence package was served on the tenant by registered mail to an address provided by a third party and that the registered mail package was returned indicating that the tenant had moved.

There was no evidence presented that the tenant was served in a method provided for pursuant to section 89 of the *Act*. Section 89 of the *Act* reads in part that an application for dispute resolution must be given in one of the follow ways, which includes (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant. Furthermore, the landlord has not applied for an order for substituted service pursuant 71 of the *Act*.

Both parties have the right to a fair hearing. The tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and Application. Therefore, **I dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenant has been sufficiently served with the Notice of Hearing and Application in a manner provided for under the *Act*. I note this decision does not extend any applicable time limits under the *Act*.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 5, 2016

Residential Tenancy Branch

