



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BC HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      MND, MNR, FF

### Introduction

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

- a monetary order for unpaid rent, and for damage to the rental unit pursuant to section 67; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 1340 in order to enable the tenant to connect with this teleconference hearing scheduled for 1330. The landlord's agent attended the hearing.

### Preliminary Issue – Service

The agent testified that the landlord used the tenant's post office box that was provided by the tenant on her declaration of income and assets dated 1 April 2015 to service the dispute resolution package (the Service Address).

On 26 January 2016 the landlord sent a demand letter to the tenant. That mailing was sent to the Service Address. The agent testified that the mailing was not returned to sender. The agent testified that she cannot confirm whether or not the tenant is still residing in the municipality. The agent testified that the Service Address was not provided by the tenant as a forwarding address.

The agent testified that on 15 March 2016 the landlord served the dispute resolution package to the tenant at the Service Address. The landlord provided a copy of the registered mail report. The report indicates that on 22 March 2016 a person other than the tenant signed for the mailing. The agent testified that she does not know who this person is.

Service of the dispute resolution package must be carried out in accordance with subsection 89(1) of the Act:

- (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;...
  - (c) by sending a copy by registered mail to the address at which the person resides or, ...
  - (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;...

Registered mail is contemplated for the purposes of paragraphs 89(1)(c) and (d) of the Act. The Service Address is a post office box. As a post office box, the Service Address cannot be the address at which the tenant resides. The landlord has not shown that it completed service pursuant to paragraph 89(1)(c) of the Act. Further, the Service Address was not provided as the tenant's forwarding address. Accordingly, the Service Address was not completed pursuant to paragraph 89(1)(d) of the Act.

Subsection 71(2) of the Act permits me to find that there has been service in fact. On the evidence provided by the landlord, there is insufficient evidence to show that the tenant has been served with the dispute resolution package.

For these reasons, the landlord's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable time limit.

Pursuant to subsection 60(1) of the Act the landlord has two years from the end date of the tenancy to commence an application to recover amounts from the tenant.

The landlord may find *Residential Tenancy Policy Guideline*, "12. Service Provisions" helpful in any subsequent application, in particular the section on substituted service.

### Conclusion

The landlord'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 subsection 9.1(1) of the Act.

Dated: July 20, 2016

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Residential Tenancy Branch

