



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BYPASS PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes                      OPR, OPB, MNR, MND, MNDC, MNSD

### Introduction

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

- an order of possession for unpaid rent and for breach of an agreement, pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit and 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 retain the tenants' security deposit in partial satisfaction of the monetary award, pursuant to section 38.

The two tenants, male and female, did not attend this hearing, which lasted approximately 20 minutes. The individual landlord MM ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had authority to speak on behalf of the landlord company named in this application at this hearing.

At the outset of the hearing, the landlord confirmed that the landlords did not require an order of possession because the two tenants had vacated the rental unit. Accordingly, this portion of the landlords' application is dismissed without leave to reapply.

### Preliminary Issue – Service of Landlords' Application

The landlord testified that the tenants were each served separately with a copy of the landlords' application for dispute resolution hearing package ("Application") by way of registered mail. The landlord stated that one package was sent to the male tenant's employment address and the other package was sent to the female tenant's mother's address. The landlord said that the female tenant provided her mother's address when she vacated the rental unit by writing it down on a piece of paper. The landlord said that it was the same address given in the tenants' rental application from March 2015.

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;...*

*(c) by sending a copy by registered mail to the **address at which the person resides** ...;*

*(d) if the person is a tenant, by sending a copy by registered mail to a **forwarding address provided by the tenant**;*

*(e) as ordered by the director under section 71 (1) [director's orders: delivery and service of documents].*

I find that the landlords failed to provide sufficient evidence that the two tenants were served with the landlords' Application at an address at which they were residing or a forwarding address provided by them, in accordance with section 89(1) of the *Act*. The tenants did not attend this hearing. The landlords did not provide sufficient documentary evidence of the tenants' current addresses for service. The landlord did not provide the piece of paper that she said the female tenant provided to her with a forwarding address. The tenants' rental application was provided but only shows an address given in March 2015, one year prior to the landlords' application was filed in March 2016. The landlords did not provide documentary evidence that the male tenant provided an employment address for service.

As the landlords failed to prove service in accordance with section 89(1) of the *Act*, I find that the tenants were not served with the landlords' Application. At the hearing, I advised the landlord that I was dismissing the landlords' Application with leave to reapply. I advised the landlord that she could apply for an order for substituted service under section 71 of the *Act*, if required.

### Conclusion

The landlords' application for an order of possession for unpaid rent and breach of an agreement is dismissed without leave to reapply.

The remainder of 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 20, 2016

---

Residential Tenancy Branch

