



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding H.W. ROOMS INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPC, FF

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (“*Act*”), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for:

- an order of possession for cause, pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 7 minutes. The landlord’s agent, DZ (“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 he had authority to represent the landlord company named in this application as an agent at this hearing. The landlord also provided a signed, written authorization from the landlord company stating that he had permission to speak on its behalf. The landlord intended to call a witness to testify but as this hearing did not proceed on its merits, the witness did not attend to testify.

### Preliminary Issue – Service of Landlord’s Application

The landlord testified that the tenant was served with landlord’s application for dispute resolution hearing package (“Application”) on September 5, 2016. When questioned further, the landlord confirmed that it was actually on September 6, 2016, by way of registered mail to the rental unit address. The landlord provided a Canada Post receipt and tracking number with the Application, to confirm service.

The landlord said that the tenant signed for the Application package on September 7, 2016. I notified the landlord that I had checked the tracking number on the Canada Post website and it indicated that the landlord’s agent, LS, signed for the package. This agent is the same person that issued and signed the 1 Month Notice that the landlord submitted with this Application. The landlord then stated that he was sure that the tenant received the Application. When questioned as to whether the landlord had any

further evidence about service or any proof that the tenant actually received the Application after the landlord's agent signed for it, the landlord said he did not. I find that the tenant was not served with the landlord's Application as required by section 89 of the *Act*. The landlord's agent signed for the registered mail package, not the tenant. I find that the landlord provided insufficient evidence that the tenant actually received the package after the landlord signed for it.

At the hearing, I advised the landlord that the landlord's Application to recover the \$100.00 filing fee was dismissed without leave to reapply and the order of possession for cause was dismissed with leave to reapply. I notified the landlord that he could file a new application for dispute resolution and pay a new filing fee if he wished to pursue this matter further.

### Conclusion

The landlord's Application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The landlord's Application for an order of possession for cause 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 28, 2016

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Residential Tenancy Branch