



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, OLC, FF

Introduction

This hearing was scheduled in response to the tenants' Application for Dispute Resolution, in which the tenants have requested compensation for damage or loss under the Act, return of the security deposit, an order the landlord comply with the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

The tenant provided affirmed testimony that the landlord had not supplied a service address on the tenancy agreement. The tenants first served the landlord with the hearing documents by email to the address supplied on the tenancy agreement.

The tenants then attempted to serve the landlord via courier to the address where the tenants believe the landlord was employed. The tenant does not know if the courier mail was delivered to the landlord.

Section 89(1) of the Act provides:

89 (1) *An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, 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;*
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;*
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;*
- (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].*

When making a monetary claim service to the respondent must be completed in accordance with section 89(1) of the Act. Service via email is not an approved method

of service. Therefore, I find that the tenants have not been successful in proving service was completed.

The landlord did not attend the hearing.

As there was no evidence before me to support service was completed to the landlord I find that the application is dismissed with leave to reapply within the legislated time limit.

The tenant was informed that an application for substitute service may result in approval of service by another method. The tenant does have the landlords' email address as the method of contact that was provided by the landlord on the tenancy agreement.

Conclusion

The application is dismissed with leave to reapply within the legislated time limit.

This decision is final and binding 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 05, 2017

Residential Tenancy Branch