



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*"), seeking a monetary order in the amount of \$9,150.55 for damages to the unit, site or property, for unpaid rent or utilities, to retain all or part of the tenant's security deposit and/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. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the tenant was served by registered mail but could not recall the specific date or provide a registered mail tracking number. The landlord affirmed that she did not have the tracking number with her during the hearing. When asked at what address the tenant was served, the landlord testified that the tenant has not provided a written forwarding address and that she served him at an address that she found through social media. The landlord failed to provide any of the supporting social media search documents to support that the tenant was residing at the address used as the tenant's new mailing address. The landlord also did not apply for an order for substitute service pursuant to section 71(1) of the *Act* and confirmed that the registered mail package was returned to sender.

Based on the above, and taking into account that the tenant did not attend the hearing, **I am not satisfied** that the tenant was sufficiently served with the Notice of Hearing and Application under the *Act*. I have reached this decision after considering the fact that the landlord was unable to provide a specific day in which the tenant was served by registered mail or the registered mail tracking number. In addition, I have considered that the landlord did not obtain an order for substitute service or provide any supporting

documentary evidence to support her search of social media to locate the tenant at the service address to which the landlord confirmed that he is no longer residing at.

Both parties have a right to a fair hearing and 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**. I note this decision does not extend any applicable time limits under the *Act*.

I do not grant the landlord the recovery of the cost of the filing fee due to a service issue.

As the landlord continued to yell at the undersigned arbitrator as alternative service methods were being explained to the landlord, the landlord was advised that I would be ending the hearing as I was not satisfied on service and that I would not tolerate being yelled at. The duration of the hearing was 15 minutes.

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: September 13, 2017

Residential Tenancy Branch