



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, 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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:45 a.m. in order to enable the tenant to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord M.H. (the landlord) attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that he sent the tenant a copy of the Landlord's Application for Dispute Resolution (the Application) including notice of this hearing by regular mail on August 24, 2017. The landlord provided a copy of the Canada Post receipt to confirm this mailing.

In this type of matter, the landlord must prove they served the tenant with the Application, with all the required inclusions as indicated on the Notice as per subsections 89 (1) of the *Act* which permit service leaving a copy with the person or "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." The definition of registered mail is set out in section 1 of the *Act* as "any method of mail delivery provided by Canada Post for which confirmation of delivery to a named person is available."

I find that the receipt provided by the landlord is for a package sent by Canada Post's regular mailing, which does not require a signature from the individual to confirm delivery of the document to the person named as the respondent.

Since I find the landlord has not served the tenant with the Application in accordance with section 89 (1) of the *Act*, I dismiss the landlord's application for a Monetary Order with leave to reapply. I make no findings on the merits of the matter.

Leave to reapply is not an extension of any applicable limitation period.

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

Dated: September 20, 2017

Residential Tenancy Branch