



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding INDICA TRANSLATIONS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

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

- a monetary order for unpaid rent, damages and loss pursuant to section 67;
- authorization to retain the security deposit for this tenancy pursuant to section 38; and
- to recover the filing fees for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing which lasted approximately 15 minutes. The landlord was represented by its agent AC (the "landlord") who was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord filed an application for dispute resolution on July 12, 2017. The landlord testified that he personally served the tenant TM with the application for dispute resolution at her place of work. The landlord could not recall which day it was that he served her but said that it was shortly after the hearing package was available.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the landlord entitled to retain the security deposit for this tenancy?

Is the landlord entitled to recover the filing fee for this application?

Background and Evidence

The landlord gave undisputed evidence regarding the following facts. This periodic tenancy began in November, 2015 and ended in early 2017. The landlord could not recall if the tenancy ended in February or early March. The monthly rent during the tenancy was \$2,000.00. The tenants were also responsible for paying \$332.00 monthly for utilities. A security deposit of \$1,000.00 was collected at the start of the tenancy and is still held by the landlord.

The landlord said that the tenants did not provide a forwarding address after the tenancy ended and he has not received a forwarding address in writing as of the date of the hearing. The landlord said that he tracked down the tenant TM at her place of work to serve her with the hearing package.

Analysis

Section 89(1) of the *Act* establishes the following Special rules for certain documents, which include an application for dispute resolution:

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;*
- (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 document]...*

Residential Tenancy Policy Guideline 12 provides that:

Where the respondent does not appear at a dispute resolution hearing, the applicant must be prepared to prove service of the notice of hearing package...

Proof of service personally should include the date and time of service, the location where service occurred, description of what was served, the name of the person who was served, and the name of the person who served the documents.

The landlord testified that he served only the tenant TM at their place of work. I accept the undisputed evidence and find that the tenant AM was not served in accordance with the *Act* or at all. The landlord's application as against the tenant AM is dismissed with leave to reapply.

While the landlord provided some information regarding the personal service on the tenant TM I find that the testimony was vague and lacking details. The landlord was not able to specify the date when the personal service was performed, only stating that it was shortly after the hearing package was made available. The landlord did not provide details about the tenant's place of work where service was said to have been performed. It would be reasonable to expect some additional information could be provided about the location where service occurred such as the street address or the building where the business is located. The landlord did not do so. The landlord did not provide evidence as to how he was able to find the tenant's workplace. I find that I am not satisfied based on the evidence provided by the landlord that the tenant TM was served in a manner consistent with the *Act*. Consequently, I dismiss the landlord's application as against the tenant TM with leave to reapply.

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: January 9, 2018

Residential Tenancy Branch