



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Korecki Real Estate Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNDC, FF

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. The Landlord confirms that the Tenant is no longer in the unit, that the Landlord has possession of the unit and that the Landlord does not require an order of possession. The Landlord states that the Tenant has not lived in the unit for several months and is currently out of country. The Landlord states that the application for dispute resolution and notice of hearing (the “Materials”) were served on the Tenant by posting the Materials on the door of the unit and by email. The Landlord is not able to provide evidence of registered mail as a method of service of the Materials.

Section 89 of the Act provides that an application for dispute resolution 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*].

The Act does not allow service of the application for dispute resolution that includes a monetary claim by email or by posting on the door of the unit. As the Landlord did not provide evidence of any allowable service methods, I cannot find that service has been accomplished in accordance with the Act and I therefore dismiss the claim for compensation with leave to reapply. Leave to re-apply is not an extension of any applicable limitation period. As the Landlord has possession of the unit the remaining claims in the application for dispute resolution are dismissed.

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: April 04, 2018

Residential Tenancy Branch