



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding Locke Property Management Ltd., as Agent for the Owner
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

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

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Owners appeared on behalf of the named Landlord and confirmed that the entity named as Landlord on the Application is no longer the Landlord.

The Tenant states that it did not receive any copy of the Landlord’s Application and notice of hearing. The Tenant states that all it received from the Landlord in the mail was a copy of the move-out condition inspection report setting out damages. The Tenant states that beyond this report the Tenant is not aware of the details of the claims being made by the Landlord. The Tenant states that it called the Residential Tenancy Branch who informed the Tenant of the hearing information.

It is noted that the named Landlord made its application for dispute resolution on September 14, 2017. The Owners state that they were informed by the named Landlord that the Tenant was mailed the Application and notice of hearing on September 21, 2017. The Landlord provides a tracking number however a search of this number does not provide a signature for the collection of the mail. It is unknown whether a signature was required from the Tenant or from anyone at the address to which the mail was delivered. The Tenant confirms it's forwarding address to the Owners.

Section 59(3) of the Act provides that a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it. Section 89(1) 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]*.

As there is no affidavit of service or witness evidence from the person who served the Application, as the Owner can only provide indirect evidence of service and as the Tenant gives direct evidence that no service of the Application occurred I find on a balance of probabilities that the Owners have not substantiated that the Application was served as required under the Act. I therefore dismiss the Application with leave to

reapply. Leave to re-apply is not an extension of any applicable limitation period.
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 16, 2018

Residential Tenancy Branch