



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDCT FFL MNDL

### **Introduction**

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord LZ requested:

- a monetary order for 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, pursuant to section 72 .

The tenant requested:

- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

### **Preliminary Issue - Service of Documents**

The tenant testified during the hearing that he had served the respondent BZ his application for dispute resolution by way of registered mail on September 28, 2017. BZ attended the hearing and he testified that the post office would not release his mail to him since the tenant had not addressed the package to him with the correct surname. LZ and BZ testified in the hearing that LZ was the actual landlord, and that BZ’s surname was not correct on the tenant’s application. LZ testified that the tenant failed to serve her with his application, and that she was the actual landlord of the property. BZ provided his surname in the hearing, and as all parties were not opposed, BZ’s name was amended in the tenant’s application to include his proper surname. The tenant testified that he had also left a copy of the package in the landlords’ mailbox.

The landlord LZ testified during the hearing that she had served the tenant with her application for dispute resolution by registered mail to an address she had obtained from the tenant’s application package, but the package was undeliverable as the tenant had moved. The tenant provided undisputed testimony in the hearing that he had never provided his forwarding address

to LZ or BZ, and the tenant testified in the hearing that he had not received any portion of the landlord's application or evidence.

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

*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;...*

At the hearing, I advised both parties of my finding that neither the landlord LZ nor the tenant had served each other with their applications in a manner required by section 89(1) of the *Act*. For this reason, I cannot consider either application for a Monetary Order. I am not satisfied that either party was properly served with each other's applications for dispute resolution.

As both the tenant's and landlord's applications for a Monetary Order have not been served to each other in a method required under section 89(1) of the *Act*, I dismiss both applications for a Monetary Order with leave to reapply.

### **Conclusion**

I dismiss both applications 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: April 26, 2018

---

Residential Tenancy Branch