



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MND MNDC FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on October 23, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid utilities;
- a monetary order for damage to the rental unit and for damage or loss under the Act; and,
- to recover the filing fee from the tenant for the cost of this application.

The Tenant did not attend the hearing. The Landlord attended the hearing with two other individuals (collectively referred to as the "Landlord") and stated that the Notice of Hearing was served to the Tenant by registered mail on June 26, 2018, a receipt for which was provided into evidence. The Landlord stated that the Tenant moved out at the end of May 2018. The Landlord stated that he was not given a forwarding address by the Tenant when he left, so he sent the Notice of Hearing to the PO Box which the Tenant had used while he was a tenant. The Landlord stated that he believes this is the Tenant's personal PO Box. The Landlord did not elaborate any further on this and explain how he knew this was the Tenant's mailing address, or how he would know, with any degree of certainty, that this is still the Tenant's mailing address. The Landlord provided tracking information for this package and I note that it shows the package was refused. However, I am mindful that there is insufficient evidence to show that this mailing address was ever provided to the Landlord by the Tenant as a formal forwarding address, and there appears to be a certain amount of presumption that this is currently the Tenant's mailing address. I also find it unclear whether or not this PO Box is shared, such that someone else may be able to retrieve or sign for the deliveries.

I find there is insufficient evidence to show that the Landlord would have a reasonable expectation that the Tenant would be able to receive mail at the specified PO Box. Ultimately, I find the Landlord has failed to sufficiently serve the Tenant with the Notice of Hearing. Administrative fairness is paramount in these hearings, and it is important for the respondent to be sufficiently served in accordance with the Act.

The Landlord may wish to personally serve any future applications to alleviate any questions with respect to whether or not this is the Tenant's mailing address. However, whether or not any future applications have been sufficiently served remains up to the Arbitrator conducting that hearing.

During this hearing, I had a detailed conversation with the Landlord about service of different documents (Notice of Hearing, and evidence). I also had the opportunity to discuss several of the Landlord's monetary items, and I had initially indicated that the hearing would be adjourned so that more time could be scheduled to hear the entirety of the application. However, after the hearing, and after further consideration of the evidence and the testimony at the hearing, I find an adjournment is not required, since I am not satisfied that the Tenant has been sufficiently served with this Notice of Hearing.

As the Notice of Hearing has not been sufficiently served for the purposes of this *Act*, I dismiss the Landlord's application in full, with leave to reapply.

Conclusion

I dismiss the Landlord's application in full, 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: October 24, 2018

Residential Tenancy Branch