



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, MNR-L, MNDC-L, FFL

### Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") for a monetary order in the amount of \$3,522.50 for damages to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to retain all or part of the tenants' security deposit and/or pet damage deposit, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing. The tenants did not attend the hearing. As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated July 9, 2019 ("Notice of Hearing"), application and documentary evidence were considered. The landlord was affirmed and testified that tenant BW-J provided their forwarding address verbally on August 20, 2018 and the landlord wrote it down. The landlord testified that this was witnessed by CS. As a result, CS was called as a witness and was affirmed. Witness CS was asked if they heard BW-J provide their new address to the landlord, to which the witness replied that they could not recall if BW-J provided their new address verbally. The witness was then excused. The landlord stated that the tenant's new address was written down and the tenant signed the document; however, the landlord confirmed that document was not submitted in evidence for my consideration.

The landlord provided two registered mail tracking numbers, both of which have been included on the cover page of this decision for ease of reference and are referred to as 1 and 2. According to the Canada Post online registered mail tracking website, both packages were returned to sender and marked as "unclaimed". Both parties have the right to a fair hearing. The tenants would not be aware of the hearing without having received the Notice of Hearing and application. Therefore, **I dismiss** the landlord's

application **with leave to reapply** as I am not satisfied that the tenants have been sufficiently served with the Notice of Hearing and application in a manner provided for under the *Act*. I find that the witness testimony was not consistent with the landlord's version of events, nor was the document signed by the tenant before me for consideration. I note this decision does not extend any applicable time limits under the *Act*.

I do not grant the filing fee as a result of the service issue.

### Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the *Act*.

The filing fee is not granted as noted above.

This decision will be emailed to both parties at the email addresses provided for the parties on the landlord's application.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 11, 2019

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Residential Tenancy Branch