



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Branku Holdings Ltd. c/o Hathstauwk Holdings Ltd and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MNDL -S; MNRL -S; FFL

### Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for unpaid rent and damage to the rental unit; and, authorization to retain the tenant's security deposit. The landlord's agent appeared at the hearing; however, there was no appearance on part of the tenant.

The landlord testified that the hearing package was sent to the tenant via registered mail on July 31, 2019 and posted to the door of the rental unit on that date. The landlord stated the rental unit was found abandoned on July 21, 2019 and that there is no evidence the tenant returned to the property after that date. As for the address used to send the registered mail the landlord stated that she found an envelope addressed to the tenant in the rental unit when the landlord was packing up the tenant's abandoned possessions and on that envelope was another address. The landlord stated that she did a search of the registered ownership of the address listed on the envelope and that property is listed as being owned by the tenant. The landlord stated that her caretaker told her that the tenant had told him when the tenancy started in February 2018 that she would be moving back to her house after it was renovated. The landlord provided a photograph of the envelope and the registered mail receipt. The landlord acknowledged that she did not otherwise attempt to verify the tenant actually resides at the address provided on the envelope she found.

A search of the registered mail tracking number showed that on August 1, 2019 Canada Post attempted to deliver the registered mail package but it was not delivered due to the reason: "Recipient not located at address provided. Item being returned to sender."

The landlord additional documents to the tenant in an attempt to increase the monetary claim via registered mail sent on October 28, 2019 using the same service address that was used on July 31, 2019. A search of that registered mail tracking number revealed that Canada Post attempted delivery on October 29, 2019 and did not deliver the package due to the following reason: "Recipient not located at address provided. Item being returned to sender."

Section 89 of the Act provides for ways an Application for Dispute Resolution must be served upon the respondent. A monetary claim must be served in a manner that complies with section 89(1). Where a landlord is serving a tenant, section 89(1) provides that the landlord must serve the tenant either: in person or by registered mail sent to the tenant's forwarding address or address of residence, unless the applicant has a substituted service order.

Residential Tenancy Branch Policy Guideline 12: *Service Provisions*, states that where registered mail is used for service, the applicant must be prepared to prove the address used for service was either the forwarding address provided by the tenant or the address of residence of the tenant at the time of mailing.

I found the double hearsay evidence concerning the tenant's plans to move to the home she was renovating 1.5 years prior, coupled with the information on the Canada Post website concerning the attempts to deliver the registered mail, do not satisfy me that the tenant was residing at the address the landlord used to send the registered mail at the time of mailing. Nor, did the landlord amend the monetary claim in a manner that complies with the Rules of Procedure since an Amendment was not prepared and the landlord did not allow sufficient time to amend the Application. Therefore, I declined to consider the landlord's monetary claims and I dismissed them with leave to reapply.

The landlord remains at liberty to file another Application for Dispute Resolution against the tenant upon receiving a forwarding address from the tenant, as required under section 38 of the Act, or if no forwarding address is provided by the tenant the time limit to reapply is no later than two years after the tenancy ended.

#### Conclusion

The landlord's application is dismissed 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: November 14, 2019

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Residential Tenancy Branch