



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GUJRAL GROUP VENTURES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, made on September 12, 2019 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage or loss;
- an order granting the Landlord permission to retain the security deposit; and
- an order granting the return of the filing fee.

The Landlord's Agent and the Tenant attended the hearing at the appointed date and time and provided affirmed testimony.

At the start of the hearing, the Tenant stated that she was not served with any documents from the Landlord regarding this hearing. The Tenant stated that she phoned the Residential Tenancy Branch recently to enquire about the process to have her security deposit returned to her by the Landlord, at which point she was provided with the call-in information for the hearing.

The Landlord's Agent stated that he served the Tenant with the Notice of the hearing and his documentary evidence by regular mail to her previous address that the Tenant provided to the Landlord at the start of the tenancy. The Landlord stated that he did not receive the Tenant's forwarding address at the end of the tenancy, therefore, he did not know any other address to use for service.

Preliminary Matters

Section 89 of the *Act* establishes the following Special rules for certain documents, which include an application for dispute resolution:

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;*
- (e) as ordered by the director under section 71(1) [director's orders: delivery and service of document]...*

The Landlord has not served the Tenant in a manner required by section 89(1) of the *Act*. I am not satisfied that the Tenant was properly served with the Landlord's Application for dispute resolution or documentary evidence. As such, the Landlord's Application is dismissed in its entirety with leave to reapply.

During the hearing, the Tenant's forwarding address was confirmed and provided to the Landlord's Agent. The Landlord's Agent was advised to either return the Tenant's security deposit or make an application against it within 15 days of today's date, pursuant to Section 38 of the *Act*.

Conclusion

The Landlord did not serve the Tenant in accordance with Section 89 of the *Act*. I dismiss the Landlord's Application with leave to reapply. Leave to reapply does not extend any deadlines established pursuant to the *Act*.

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: January 14, 2020

Residential Tenancy Branch