



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S, MNDCL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on December 20, 2019 (the “Application”). The Landlord sought:

- Compensation for damage to the rental unit;
- Compensation for monetary loss or other money owed;
- To keep the security deposit; and
- Reimbursement for the filing fee.

The Landlord filed an amendment dated December 20, 2019 changing the amount sought to \$712.46, removing a request for an order of possession and confirming the Landlord’s middle name (the “Amendment”).

The Landlord appeared at the hearing. The Tenants did not appear. I explained the hearing process to the Landlord who did not have questions when asked. The Landlord provided affirmed testimony.

The Landlord advised that the Tenants had vacated the rental unit November 30, 2019.

The Landlord submitted evidence prior to the hearing. The Tenants did not. I addressed service of the hearing package and Landlord’s evidence.

The Landlord testified that the hearing package, Amendment and some evidence were sent to the Tenants at the address on the Application by registered mail December 23, 2019. The Landlord had submitted a photo of this package with Tracking Number 1 on it. The package also shows it was returned because the address is incomplete.

The Landlord testified that she received an envelope from the Tenants in her mailbox at some point with their address on it. The Landlord could not recall when she received this. The Landlord could not recall what was in the envelope. A photo of this was submitted. It is an envelope addressed to the Landlord which shows in the top left-hand corner that it is from the Tenants and provides the address used by the Landlord. The Landlord testified that the Tenants gave her the wrong address.

I asked the Landlord if the Tenants ever gave her a forwarding address or something such as a letter that said an address was their forwarding address. The Landlord said the Tenants did not.

The Landlord testified that she sent a second package of evidence to the Tenants at the same address January 09, 2020 by regular mail and this was also returned.

The hearing package and Amendment had to be served in accordance with section 89(1) of the *Residential Tenancy Act* (the “Act”) which states:

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) by sending a copy by registered mail to the address at which the person resides...
- (c) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (d) as ordered by the director under section 71 (1)...

Here, the hearing package and Amendment were sent to the Tenants at an address the Tenants wrote on an envelope sent to the Landlord. I am not satisfied this address is the Tenants' residence as there is no evidence before me that it is. Further, the address is not a complete address.

Nor am I satisfied the address used is a forwarding address provided by the Tenants as the Tenants did not provide the address as a forwarding address, they noted it on an envelope sent to the Landlord.

As stated, the address used is not a complete address. If the Tenants had provided the address stating it was their forwarding address, I would have found that the Landlord was entitled to serve the Tenants using that address whether it is correct or not. However, the Tenants did not provide the Landlord anything stating the address is their forwarding address and therefore I am not satisfied the Landlord is entitled to serve the Tenants at the address, particularly given it is incomplete.

It is clear the hearing package and Amendment were not sent to the Tenants as the package was returned to the Landlord because the address is incomplete. It is clear the Tenants did not receive the package.

I am not satisfied the package was served on the Tenants in accordance with section 89(1) of the *Act* and therefore do not find that the deeming provisions in section 90 of the *Act* apply.

In the circumstances, I am not satisfied of service and dismiss the Application with leave to re-apply. The Landlord can re-apply for the compensation claimed. However, the Landlord must then serve the Tenants in accordance with the *Act*.

Conclusion

The Application is dismissed with leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: May 26, 2020

Residential Tenancy Branch