



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act"), for:

- a monetary order for compensation under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67.

The landlord did not attend this hearing, which lasted approximately 11 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that the landlord was served with the tenant's application for dispute resolution hearing package on February 6, 2020, by way of registered mail. He provided a Canada Post receipt and tracking report and confirmed the tracking number verbally during the hearing. He said that he sent it to the landlord's address, which he knew from living at the rental unit, it was on the tenancy agreement, and he served him documents for the last hearing at the same address.

The tenant did not provide a copy of the tenancy agreement for this hearing. The tenant said that the landlord named in this application was the owner of the rental unit and he was personally responsible for it. The tenant provided a copy of a previous Residential Tenancy Branch ("RTB") decision, dated December 14, 2018, issued by me, pursuant to the tenant's two previous applications. The file number for that hearing appears on the front page of this decision. That decision indicates a numbered company as the landlord along with the landlord named in this application, which the tenant said was also the owner of the rental unit but he did not name it as a landlord in his application.

During the hearing, I looked up the Canada Post tracking number provided by the tenant, on the Canada Post website. It indicates that the mail was sent on February 7, 2020, not February 6, as claimed by the tenant. The Canada Post tracking report provided by the tenant also indicates that the LS, not the landlord named in this application signed for the mail package. The tenant said that he did not know who that person was, but the name sounded familiar.

Section 89(1) of the *Act* outlines the methods of service for an application for dispute resolution, which reads in part as follows (my emphasis added):

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 documents].*

Residential Tenancy Policy Guideline 12 states the following, in part (my emphasis added):

*Registered mail includes any method of mail delivery provided by Canada Post for which confirmation of delivery to a **named person** is available.*

*Proof of service by Registered Mail should include the original Canada Post Registered Mail **receipt containing the date of service, the address of service, and that the address of service was the person's residence at the time of service,** or the landlord's place of conducting business as a landlord at the time of service as well as a **copy of the printed tracking report.***

Accordingly, I find that the tenant did not properly serve the landlord with the tenant's application, as required by section 89 of the *Act* and Residential Tenancy Policy Guideline 12. The tenant provided the wrong date of service. The tenant did not show that the individual landlord, rather than the numbered company, was the sole owner of

the rental unit. The mail was signed by a different individual, rather than the landlord named in this application. The tenant did not provide proof of the landlord's current service address, by way of a written tenancy agreement or otherwise.

I notified the tenant that his application was dismissed with leave to reapply. I informed him that he would be required to file a new application, if he wishes to pursue this application further. I informed him that if he was serving again by registered mail, he would be required to provide proof of the validity of the landlord's address. I notified him that he is required to name the correct landlord and owner of the rental unit, in his application. I encouraged him to obtain assistance prior to filing a future application, if he required same.

Conclusion

The tenant'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: May 01, 2020

Residential Tenancy Branch