



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On January 23, 2020, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlords' daughter attended the hearing and identified herself as an agent for the Landlord. The Tenant did not attend the hearing. The line remained open while the phone system was monitored for fifteen minutes and the Tenant did not call into the hearing during this time.

The Landlords' agent ("the Landlord") testified that the Tenant was served with the Notice of Dispute Resolution Proceeding using Express Post sent on January 26, 2020. The Landlord testified that the Express Post required a signature from the recipient Tenant and that the mail was delivered on January 28, 2020.

The Landlord testified that the tenancy ended in January 2019 and she served the Tenant with the Notice of Dispute Resolution Proceeding almost one year after the tenancy ended because she never received a forwarding address from the Tenant and had difficulty locating him. When the Landlord was asked how she is sure that the Tenant lives at the address where the Express Post mail was sent, she replied that the Tenant's former employer called her and provided her with that address.

Upon reviewing the online Express Post tracking information with the Tenant, I note that the delivery notification indicates that the Landlord did not request a signature option. There is no signature present.

A fundamental principle of natural justice and administrative fairness is that a person who is subject to a hearing has the right to receive notice and be given an opportunity to participate or respond.

I find that the Landlord received second-hand information of the address where the Tenant may have been living. I find that without additional information that the Landlord attempted to verify the address it is not reasonable to find that Tenant can be deemed served with notice of the \$10,774.22 claim against him. While the Express Post mail indicates it was delivered, there is no information provided on who received the mail. A signature was not requested or provided.

I find that there is insufficient evidence from the Landlord to prove that the Tenant was served with the Notice of Dispute Resolution Proceeding.

The Landlords' application is dismissed in its entirety with leave to reapply.

Conclusion

I find that there is insufficient evidence from the Landlord to prove that the Tenant was served with the Notice of Dispute Resolution Proceeding.

The Landlords 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: June 16, 2020

Residential Tenancy Branch