



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, MNDCL, FFL

### Introduction

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

- a monetary order for unpaid rent and for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

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

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package by way of registered mail on March 13, 2020. The landlord provided a Canada Post receipt but did not confirm the tracking number verbally during the hearing. He said that the mail was sent to a forwarding address provided by the tenant over the telephone. He provided a note with an address and the tenant's name, which he said he wrote down from the telephone conversation. He confirmed that the tenant did not provide a forwarding address at the end of the tenancy. He stated that the tenant confirmed receipt of the application by way of an email, but he did not provide a copy of this email. He claimed that he asked for a signature from Canada Post but did not provide a tracking report to confirm whether the tenant signed for the application.

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 landlord did not serve the tenant with the landlord's application, as required by section 89 of the Act and Residential Tenancy Policy Guideline 12.

The landlord was unable to provide sufficient documentary proof of a forwarding address given by the tenant, or when obtained this address. He confirmed that the tenant did not provide a forwarding address at the end of the tenancy. The landlord did not provide a Canada Post tracking report with this application. The Canada Post website tracking report, which I looked up online during the hearing, does not indicate that any signature was obtained from the tenant or any named person. The landlord did not confirm the Canada Post tracking number verbally during the hearing. The landlord did not provide a copy of the email that he said he had in his possession indicating that the tenant received the landlord's application. The tenant did not attend this hearing to confirm service.

I notified the landlord that his application was dismissed with leave to reapply, except for the \$100.00 filing fee. I informed him that he could file a new application and pay a new filing fee, if he wishes to pursue this matter further. I informed him that if he was serving again by registered mail, he would be required to provide documentary proof of the tenant's valid and current forwarding address, as well as proof of the registered mail as per Residential Tenancy Policy Guideline 12 above.

I notified the landlord that I could not provide him with legal advice or to act as his lawyer, as the landlord repeatedly asked for legal advice during the hearing.

#### Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* states the following:

*6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing*  
*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

Throughout the conference, the landlord interrupted me, spoke at the same time as me, and argued with me. I asked him to allow me to speak so I could answer his questions. The landlord was upset with my decision and kept repeating the same questions, asking me what proof he required and why his application was being dismissed. After I repeatedly informed the landlord that my decision was final and repeatedly explained the above reasons for making my decision, he continued to get upset and to repeat the same questions. I obtained the landlord's contact information and informed him that a written decision would be emailed to him, as requested. I thanked the landlord for attending the hearing and concluded the conference.

I caution the landlord to not engage in the same inappropriate and disruptive behaviour at any future hearings at the RTB, as this behaviour will not be tolerated, and he may be excluded from future hearings. In that event, a decision will be made in the absence of the landlord.

Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of 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: July 09, 2020

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Residential Tenancy Branch