



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR-S, MND-S, MNDC-S, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the landlords' application for dispute resolution under the Residential Tenancy Act (Act). The landlords applied for:

- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenant;
- compensation for a monetary loss or other money owed;
- authority to keep the tenants' security deposit to use against a monetary award; and
- recovery of the filing fee.

The landlord attended; the tenant did not attend the telephone conference call hearing.

As the tenant was not present, the matter of service of the landlords' Application for Dispute Resolution, evidence, and Notice of Hearing (application package) to the tenant was considered.

In response to my inquiry, the landlord said they sent their application package by registered mail to the address the tenant provided to them prior to the tenancy. The registered mail was uncollected by the tenant and returned.

The landlord said that the tenant refused to provide a forwarding address when she vacated the rental unit, even though it was requested. The landlord said she believed the tenant uses the original address to have her mail forwarded.

Analysis and Conclusion

Section 89(1) of the Act requires that the landlords' application for dispute resolution, which includes the notice of hearing, must be given by personally handing the documents to the tenant or by registered mail to the tenant's address where they reside or to their forwarding address.

The landlord confirmed she does not know where the tenant resides and the landlord confirmed that she did not have a forwarding address for the tenant.

For these reasons, I find the landlord submitted insufficient evidence that their application package was served to the tenant according to the requirements of section 89(1) of the Act. I therefore I dismiss the landlords' application, with leave to reapply.

As I did not proceed with the landlords' application, I decline to award them recovery of the filing fee.

Conclusion

The landlords' application was dismissed with leave to reapply, due to service issues as described above.

I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

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 27, 2020

Residential Tenancy Branch