



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HARRON INVESTMENTS INC. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 9 minutes. The landlord's agent ("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 confirmed that he was the residential tenancy manager and that he had permission to speak on behalf of the landlord company named in this application.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package by way of registered mail on April 19, 2020. The landlord provided a Canada Post tracking number verbally during the hearing. He said that the mail was sent to a forwarding address provided by the tenant at the move-out condition inspection. He stated that the mail was returned to the landlord sender because the tenant did not provide a complete mailing address with a postal code and the landlord had to look up the postal code to send the mail out. He explained that he called the tenant and her mother, but they did not respond.

The landlord stated that he served the tenant again with the landlord's application at the same address as above, about six days later, but it was also returned to sender for the same reason. The landlord did not provide a Canada Post receipt or tracking number for the second mailing.

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 given an incomplete mailing address without a postal code from the tenant. The mail was returned to the landlord. I looked up the Canada Post online tracking report from the tracking number provided by the landlord during the hearing, which indicates that the mail was: "Item being returned to sender. Incomplete address." The tenant did not attend this hearing to confirm service.

I notified the landlord that the landlord's application was dismissed with leave to reapply, except for the \$100.00 filing fee. I informed him that the landlord could file a new application and pay a new filing fee, if the landlord wishes to pursue this matter further.

I informed the landlord that he could apply for an order for substituted service under section 71 of the *Act*, if he wishes to serve the tenant by a method outside of section 89 of the *Act* and he has recent documentary evidence to do so. The landlord confirmed his understanding of same.

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: August 21, 2020

Residential Tenancy Branch