



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL-S, FFL

### Introduction and Conclusion

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on April 15, 2020, wherein the Landlord sought monetary compensation from the Tenants for unpaid rent, authority to retain the Tenants' security deposit, and recovery of the filing fee.

The hearing of the Landlord's application was scheduled for 1:30 p.m. on August 24, 2020. Only the Landlord's property manager, K.H., called into the hearing. She stated that she was not able to serve the Tenants with notice of the hearing, or the Application for Dispute Resolution as the Tenants moved out of Canada when the tenancy ended and did not provide a forwarding address. She stated that they tried to serve them at an address given to them by their roommate, but they had moved by the time she sent the documents and they were returned.

One of the principles of Natural Justice is that a party to a dispute has the right to know the claim against the, the right to receive and review evidence upon which the claiming party intends to rely and the right to be present during the hearing in order to present their position. As the Landlord was not able to give the Tenants notice of the hearing, I am unable to proceed with the Landlord's claims. I therefore dismiss the Landlord's claim with leave to reapply.

The Landlord was reminded of the substituted services provisions in section 71 of the *Act* as well as section 39 of the *Act* which allows a Landlord to retain the Tenants' security deposit if they do not provide a forwarding address within a year of the end of the tenancy.

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 24, 2020

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Residential Tenancy Branch