



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL

Introduction

This hearing was set to deal with a landlord's monetary claim against the tenant. The tenant did not appear at the hearing.

Where a respondent does not appear for a hearing, the applicant bears the burden to prove the respondent was served in a manner that complies with the Act. Since the tenant did not appear at the hearing, I explored service of the hearing documents upon the tenant.

The landlord testified that he sent the hearing package to the tenant in an email on June 10, 2020. The landlord received no response to the email so he posted the hearing documents to the door of the rental unit on June 12, 2020. The landlord testified that the tenant was still residing in the rental unit at that time despite the tenant's statements in a previous dispute resolution proceeding held on September 11, 2020 (file numbers recorded on the cover page of this decision) that he moved out in March 2020.

A monetary claim must be served in a manner that complies with section 89(2) of the Act. Section 89(2) provides that an Application for Dispute Resolution must be served to the other party either: in person, by registered mail, or as ordered by the Director.

Posting an Application for Dispute Resolution that pertains to a monetary claim is not permitted under section 89(2). However, for the period of March 30, 2020 through June 23, 2020 the Director had authorized email as a method of service due to the pandemic. As such, I further considered the landlord's testimony concerning service by email.

I noted the landlord had not provided a copy of the email sent to the tenant on June 10, 2020 and I asked the landlord to orally describe the email address he used on June 10,

2020 to send the hearing package. The landlord's response is provided on the cover page of this decision.

As for proof the email address used by the landlord is the tenant's email address, the landlord testified that it had been provided in a text message by the tenant but that the landlord no longer had access to the text message.

As stated previously, the landlord had mentioned a previous dispute resolution proceeding and he provided the file number(s) for that proceeding. I noted that both the landlord and the tenant had provided the same email address for the tenant on those Applications for Dispute Resolution and that it was different than the email address used by the landlord on June 10, 2020. As such, I was of the view the landlord used the incorrect email address on June 10, 2020 and I was unsatisfied the tenant has been notified of this proceeding.

In light of the above, I declined to proceed with this hearing and I dismissed the landlord's claim 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: October 02, 2020

Residential Tenancy Branch