



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT

### Introduction

The tenant filed an Application for Dispute Resolution on July 31, 2020. They seek an order that the landlord pay compensation for monetary loss. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on November 20, 2020. In the conference call hearing I explained the hearing process and provided the attending party the opportunity to ask questions.

In the hearing, the tenant gave evidence on the attempt they made to serve the tenant with the Notice of Dispute Resolution Proceeding (the “Notice”). The landlord did not attend the hearing.

To proceed with this hearing, I must be satisfied that the tenant made reasonable attempts to serve the Notice to the landlord. This means the tenant must provide proof that the document was served at a verified address allowed under section 89 of the *Act*, and I must accept that evidence.

The tenant provided that the address they gave on the Notice here was that of the rental unit address. That is the address at which the tenant resided during the tenancy. They moved out in mid-August 2018. The tenant had no direct interaction with the landlord at any time during or after the tenancy. They discovered the landlord's intentions with the unit and rental status past the tenancy via online information.

As proof of service, the tenant provided the registered mail tracking numbers. In the hearing the tenant stated they sent the Notice and their prepared evidence to the last known address, that of the rental unit address. The tracking record shows the item was delivered to the address on August 13, 2020, and the tenant mailed the package on

August 11. The tenant stated they are “95% confident that the landlord is still renting it out.”

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation for other money owed pursuant to section 67 of the *Act*?

### Analysis

Section 89(1) of the *Act* stipulates that 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*].

I find the tenant has not fulfilled the service provisions under section 89 of the *Act*. I make this finding due to the past tenancy address not being linked to the landlord in a definitive way. This is two years past the end of the tenancy. The *Act* section 89 provides for an address where the landlord resides at the time of mailing, or where the landlord carries on business as a landlord.

I am not satisfied the landlord resided at the address at the time of mailing for two reasons: the tenant provided evidence that shows the landlord is residing in another city altogether; additionally, by the tenant's own submission, the landlord never resided at the unit after the end of the tenancy.

I find the rental unit address does not qualify as the place where the landlord conducts business. The tenant did not provide sufficient evidence to show this. Additionally, the tenant provided a copy of the 'Two Month Notice to End Tenancy for Landlord's Use of

Property' issued on June 29, 2018, giving the landlord contact information as an agency who acted on the landlord's behalf to end the tenancy.

For these reasons, I find the documents were not served in a way recognized by the *Act*.

### Conclusion

For these reasons, I dismiss the tenant's application for compensation, 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 *Act*.

Dated: November 30, 2020

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Residential Tenancy Branch