



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, MNDCL, MNDL, FFL

### Introduction and Preliminary Matters

On September 10, 2020, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing with B.D. attending as an agent for the Landlord; however, the Tenant did not make an appearance at any point during the 25-minute hearing. All in attendance provided a solemn affirmation.

B.D. advised that the Landlord served the Tenant with the Notice of Hearing and evidence package by registered mail on September 19, 2020 (the registered mail tracking number is noted on the first page of the Decision). The tracking history indicated that this package was delivered but not picked up, so it was returned to sender.

She stated that the Tenant abandoned the rental unit approximately mid August 2020, and the Landlord took over possession of the rental unit on August 25, 2020. She advised that the Tenant never provided a forwarding address in writing. As well, she stated that the Tenant acted as an agent for the Landlord and rented the rental unit out to different tenants. The address for service listed on the Application was the address where the Tenant resided when she was acting as an agent for the Landlord. However, B.D. has no proof that the Tenant still lives at that address.

Based on this undisputed testimony, as there is insufficient evidence to prove that the Tenant still lives at the address where the Landlord served the Notice of Hearing and

evidence package, I am not satisfied that the Tenant was sufficiently served this package. As such, I have dismissed the Landlord's Application with leave to reapply.

As the Landlord was not successful in this Application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

Based on the above, 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: December 21, 2020

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Residential Tenancy Branch