



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to section 58 of the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent, for damage to the rental unit, and 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 6 minutes. The landlord's three agents, landlord YB ("landlord"), "landlord RM," and "landlord TA," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed that she was the manager of tenant relations, landlord RM was the director of operations, and landlord TA was the manager of account receivables, all employed by the landlord company named in this application. The landlord confirmed that all three agents had permission to represent the landlord company named in this application. Landlord TA did not testify at this hearing.

Preliminary Issue – Service of Landlord's Application

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package on November 6, 2020, by way of registered mail to the tenant's employment address. The landlord provided a Canada Post receipt and confirmed the tracking number verbally during the hearing.

The landlord stated that the tenant abandoned the rental unit and did not provide a forwarding address to the landlord. The landlord confirmed that the tenant did not provide her employment address to the landlord as a service address.

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].*

I find that the landlord failed to prove service in accordance with section 89(1) of the *Act* and the tenant was not served with the landlord's application.

I find that the landlord did not serve the tenant at a residential address or a forwarding address provided by the tenant. I find that the landlord used an employment address, which was not provided by the tenant as a service address. The landlord is not permitted to serve the tenant at an employment address under section 89(1) of the *Act*. The tenant did not appear at this hearing to confirm receipt of the landlord's application.

The landlord's application is dismissed with leave to reapply, except for the filing fee. I notified the landlord that the landlord would be required to file a new application, pay a new filing fee, and provide prove of service, if the landlord wishes to pursue this matter in the future.

I notified the landlord that the landlord could file an application for substituted service, prior to a future hearing, if the landlord meets the criteria under section 71 of the *Act*, since the landlord inquired about it. I also informed the landlord to consult the Policy Guidelines regarding email service, since the landlord inquired about it.

I notified the landlord that the landlord could speak to an information officer for information, not legal advice, at the Residential Tenancy Branch.

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: February 22, 2021

Residential Tenancy Branch