



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, FFL

### Introduction

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

- a monetary order for unpaid rent and for compensation 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 12 minutes. The landlord's agent ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he had permission to speak on behalf of the landlord named in this application.

The hearing began at 1:30 p.m. and ended at 1:42 p.m. I confirmed that the correct call-in numbers and participant codes were provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only people who called into this teleconference.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of a hearing by any party.

The landlord confirmed that he wanted to proceed with the hearing. The landlord did not make any adjournment or accommodation requests.

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 by way of registered mail on February 10, 2021, to an address provided by the tenant in an application for tenancy. The landlord did not provide a copy of the tenancy application. The landlord said that the tenant did not move into the rental unit. The landlord provided a Canada Post receipt and confirmed the tracking number verbally during the hearing.

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].*

Residential Tenancy Policy Guideline 12 states the following, in part (my emphasis added):

*Registered mail includes any method of mail delivery provided by Canada Post for which confirmation of delivery to a **named person** is available.*

***Proof of service by Registered Mail should include the original Canada Post Registered Mail receipt containing** the date of service, the address of service, and that **the address of service was the person's residence at the time of service,** or the landlord's place of conducting business as a landlord at the time of service as well as a copy of the printed tracking report.*

I find that the landlord did not serve the tenant with the landlord's application, as required by section 89 of the *Act* and Residential Tenancy Policy Guideline 12.

I find that the landlord failed to provide documentary proof of an address provided by the tenant and when that address was given to the landlord. The landlord did not provide a copy of the application for tenancy, even though he said he had a copy of it. The landlord had ample time from filing this application on February 8, 2021 to this hearing date of June 7, 2021, to provide this information. The tenant did not attend this hearing to confirm service.

I notified the landlord that the landlord's application was dismissed with leave to reapply, except for the filing fee. I informed him that the landlord could file a new application and pay a new filing fee, if the landlord decides to pursue this matter in the future. The landlord confirmed his understanding of same.

### 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: June 07, 2021

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Residential Tenancy Branch