



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on March 11, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- a monetary order for damage, compensation, or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30pm on June 8, 2021 as a teleconference hearing. Only the Landlord's Agent S.L. attended the hearing at the appointed date and time. No one appeared for the Tenant. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the S.L. and I were the only persons who had called into this teleconference.

S.L. testified the Tenant did not provide the Landlord with their forwarding address at the end of the tenancy. As such, the Landlord sent the Application and documentary evidence package by registered mail to the Tenant's place of business on March 18, 2021. The Landlord stated that he used the business address that was included on the Tenant's rent cheques as the mailing address.

### Preliminary Matters

Section 89 of the *Act* establishes the following Special rules for certain documents, which include an application for dispute resolution:

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 document]...

According to the Residential Tenancy Branch Policy Guideline 12; Where a landlord is serving a tenant by Registered Mail, the address for service must be **where the tenant resides at the time of mailing, or the forwarding address provided by the tenant.**

In this case, I accept that the Tenant did not serve the Landlord with their forwarding address. I accept that the Landlord served the Application to the Tenant's place of business, however, I find that this is not the address where the Tenant resides.

In light of the above, I find that the Landlord did not serve the Tenant with their Application and documentary evidence to the Tenant's forwarding address provided by the Tenant, nor did the Landlord serve the Tenant to where the Tenant resides at the time of the mailing, pursuant to Section 89 of the Act or Policy Guideline 12. As such, I dismiss the Landlord's Application with leave to reapply.

The Landlord is at liberty to serve the Tenant in person to their place of employment. Should this not be possible, the Landlord may apply for substituted service. According to the Policy Guideline 12(14) An application for substituted service may be made at the time of filing the application for dispute resolution or at a time after filing. The party applying for substituted service must be able to demonstrate two things:

- that the party to be served cannot be served by any of the methods permitted under the Legislation, and
- that there is a reasonable expectation that the party being served will receive the documents by the method requested.

Conclusion

I dismiss the Landlord's Application with leave to reapply. Leave to reapply does not extend any deadlines established pursuant to the *Act*.

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 08, 2021

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Residential Tenancy Branch