



# 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 and Preliminary Matters

On March 10, 2021, 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*.

J.P. attended the hearing as an agent for the Landlord; however, the Tenant did not make an appearance at any point during the 21-minute teleconference. At the outset of the hearing, J.P. was informed that recording of the hearing was prohibited and he was reminded to refrain from doing so. He acknowledged this term. As well, he provided a solemn affirmation.

He advised that he served the Tenant the Notice of Hearing and evidence package by registered mail on or around March 17, 2021 (the registered mail tracking history is noted on the first page of this Decision). He stated that he served this package to the Tenant’s address on the driver’s licence that was provided by the Tenant on his application to rent at the start of tenancy. He also stated that this is an address that the Tenant rents out, and then re-rents as an Airbnb. However, he did not have any proof or documentary evidence to corroborate that this was a valid address for service for the Tenant. As well, he confirmed that the Tenant never provided a forwarding address in writing.

Based on this testimony, as there was insufficient evidence that the Tenant lived at the address where the Notice of Hearing and evidence package was mailed, or that it was a valid service address for the Tenant, I am not satisfied that the Tenant was duly served the Notice of Hearing and evidence package. As I am not satisfied that the Tenant has

been served this package, 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: July 30, 2021

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Residential Tenancy Branch