



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, made on March 29, 2021 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent;
- a monetary order for damage or loss; and
- an order to retain the security deposit.

The hearing was scheduled for 1:30pm on August 27, 2021 as a teleconference hearing. Only the Landlord attended the hearing at the appointed date and time. No one appeared for the Tenants. The conference call line remained open and was monitored for 12 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 Landlord and I were the only persons who had called into this teleconference.

The Landlord stated that the Tenants vacated the rental unit in March 2020 and they did not provide him with their forwarding address. The Landlord stated that he hired a service to locate the Tenants and he was provided with their current address. The Landlord stated that he served the hearing package and documentary evidence by Registered Mail on March 31, 2021 to the address he was provided by the service. The Landlord provided no evidence confirming that the address he was provided by the service is likely to be the address where the Tenants currently reside. The Landlord stated that he is also aware where the Tenants work, however, the Landlord confirmed he did not serve the Tenants in any other method or location.

Preliminary Matters

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

In this case, I accept that the Tenants did not provide their forwarding address to the Landlord. I find that the Landlord provided insufficient evidence to demonstrate that the address he was provided by the "service" is likely to be the address at which the Tenants reside. As the Tenants did not attend the hearing, and I'm unable to confirm that they are likely to have received the Landlord's hearing package and documentary evidence. As such, I dismiss the Landlord's Application WITH leave to reapply. Leave to reapply does not extend any statutory time limits.

Conclusion

The Landlord did not serve their Application to the Tenants in accordance with Section 89 of the Act. As such, 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: August 27, 2021

Residential Tenancy Branch