



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Home Plus Realty c/o Alex Wong
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNRL-S, FFL

Introduction

On April 14, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to request a Monetary Order for unpaid rent, to apply the security deposit to the claim, and to request reimbursement for the filing fee. The matter was set for a participatory hearing via conference call.

Preliminary Matter – Service of the Notice of Dispute Resolution Proceeding

The Landlord’s Agent (the “Landlord”) attended the conference call hearing; however, the Tenant did not attend at any time during the 11-minute hearing. The Landlord testified that they served the Tenant with the Notice of Dispute Resolution Proceeding by email on April 26, 2021.

If service by email is used, the person serving the document will need to provide proof that the document sent by email was sent to the email address provided by the other party. Satisfactory proof may include a printout or screen shot of:

- RTB 51 – Address for Service or other document that sets out the party’s email address for service;
- the sent item, including the email address the item was sent to;
- a confirmation of delivery receipt;
- a response to the email by the party served;
- a read receipt confirming the email was opened, or
- other documentation to confirm the party has been served.

In this case, the Landlord acknowledged that the Tenant did not respond to his email nor had the Tenant provided consent to be served via email. As such, I find that the Landlord failed to provide sufficient evidence that they served the Notice of Dispute Resolution Proceeding in accordance with Section 89 the Act.

I am, therefore, unable to hear the Landlord's Application as I am not satisfied that the Tenant was properly served with the Notice of Dispute Resolution Proceeding. As a result, this Application is dismissed with leave to reapply.

As discussed during the hearing, I provide the following to both parties:

Section 39 of the Act states the following:

Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy, the landlord may keep the security deposit or the pet damage deposit, or both, and the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

Conclusion

I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the Legislation. I have not made any findings of fact or law with respect to the Application.

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: October 18, 2021

Residential Tenancy Branch