



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- an order authorizing the landlord the recovery of the filing fee for this application from the tenant pursuant to section 72.

This matter was set for a conference call hearing at 1:30 p.m. on this date. The landlord participated in the hearing, the tenant did not. The hearing lasted 40 minutes. The landlord was given a full opportunity to provide proof of service of the Notice of Hearing Documents and Application. The landlord testified that the tenants moved out without providing a forwarding address. The landlord testified that she found out where they worked and followed them home for a week. The landlord testified that she served the tenants by registered mail at the address that she believed to be their home.

As noted by the style of cause above and purposely copied as submitted by the tenant on her application, the landlord included the identifier "husband" and wife" for the tenants. However, the landlord was unable to provide their exact names. I spent over 20 minutes with the landlord attempting to find out what the actual names of the tenants are. The landlord provided numerous variations of the spelling of their names as well different versions and orders of names. In the landlord's own testimony she stated, "I've been spelling their names wrong all this time". In the landlord's own documentation, it shows numerous names and variations of tenants. It was explained that the correct legal names were vitally important if in the event the landlord is successful, the

monetary order must correctly reflect the respondents. However, the landlord became increasingly irritated and aggravated with me each time I asked if she could provide the correct legal name and spelling. Despite the numerous attempts and opportunities, the landlord was unable to provide it. In addition, the landlord was very disorganized and was unable to answer basic questions about her documents or the tenancy.

The landlord has not provided sufficient evidence to show what the correct legal names of the tenants were and whether the documents served were to the correct parties. In addition, the landlord submitted ten Canada Post Registered Mail tracking numbers but was unable to provide the date as to when those were served, to what person and what was in each of those packages. The landlord was unable to provide those answers and has created uncertainty and ambiguity as to whether the correct parties were served. Based on the above, I find that the landlord has not served the tenants the Notice of Hearing Documents and Application in accordance with section 89 of the Act, accordingly; I dismiss the landlords' application with leave to reapply.

Conclusion

I dismiss the landlord's application with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: January 17, 2022

Residential Tenancy Branch