



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for compensation in the amount of 12 months' rent and the filing fee for a total of \$16,480.00.

The tenant attended the teleconference hearing. The landlord did not attend the hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated July 19, 2021 (Notice of Hearing), application and documentary evidence were considered.

Preliminary and Procedural Matters

The tenant was informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The tenant was also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the tenant was informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The tenant did not have any questions about my direction pursuant to RTB Rule 6.11.

The tenant confirmed their email address at the outset of the hearing and stated that they understood that the decision would be emailed to them. As the tenant did not have an email address listed for the landlord, the landlord will be mailed a copy of the decision.

I will now address a service issue below.

Service Issue Analysis

The tenant was affirmed and testified that they served the landlord (purchaser) listed on the 2 Month Notice to End Tenancy for Landlord's Use of Property dated March 19, 2021 (2 Month Notice) at the rental unit address. When asked if they served the landlord at the address listed for the purchaser on the 2 Month Notice, the tenant confirmed they did not serve them at that address.

A registered mail tracking number was submitted and has been included on the style of cause for ease of reference. The landlord/purchaser did not pick up the registered mail package and it was eventually returned to the tenant sender.

The tenant did not provide any documents related to a Land Title Search to support where the landlord/purchaser of the property listed as their mailing address.

Both parties have the right to a fair hearing. The landlord/purchaser would not be aware of the hearing without having received the Notice of a Dispute Resolution Proceeding and application. I find the tenant had to have served the landlord/purchaser at the very least at address listed on the 2 Month Notice as the service address, which the tenant failed to do. Therefore, **I dismiss** the tenant's application **with leave to reapply** as I am not satisfied that the landlord has been sufficiently served with the Notice of Hearing and application. I note this decision does not extend any applicable time limits under the Act.

If the tenant is unsure where the landlord/purchaser is residing, they can complete a Land Title Search.

I do not grant the filing fee as a result of the service issue.

Conclusion

The tenant's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the Act.

The filing fee is not granted due to a service issue.

This decision will be emailed to the tenant and sent by regular mail to the landlord, as the tenant did not have an email address for the landlord.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 18, 2022

Residential Tenancy Branch