



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL-S, MNDCL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent of \$2,396.45; for a monetary order of \$18,296.00 for damages for the Landlord, retaining the security deposit to apply to this claim; for a monetary order of \$5,700.00 for damage or compensation under the Act; and to recover the \$100.00 cost of his Application filing fee.

The Landlord appeared at the teleconference hearing and gave affirmed testimony; however, no one attended on behalf of the Tenant. The teleconference phone line remained open for over an hour and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that he was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

I explained the hearing process to the Landlord and gave him an opportunity to ask questions about it. During the hearing the Landlord was given the opportunity to provide his evidence orally and to respond my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that he served the Tenant with the Notice of Hearing documents by leaving them in the mailbox at the rental address on July 20, 2021, prior to the Tenant vacating the unit on August 4, 2021. The Landlord said he served the Tenant with his evidentiary submissions by Canada Post registered mail on December 30, 2021. The Landlord provided Canada Post tracking numbers as evidence of service.

However, the Canada Post tracking record does not indicate that the mail for pick-up notification went to a different address than the residential property.

How to give or serve documents generally

88 All documents, other than those referred to in section 89 [*special rules for certain documents*], that are required or permitted under this Act to be given to or served on a person must be given or served in one of the following ways:

. . .

(d) if the person is a tenant, by sending a copy by ordinary mail or registered mail to a forwarding address provided by the tenant; .

[emphasis added]

I find that the Tenant was not served with the Landlord's evidentiary submissions in accordance with the Act. While the Landlord's testimony was extensive, I still need to consider his evidence in order to analyze his Application. Accordingly, I find I am unable to complete my analyses on testimony alone. I, therefore, dismiss the Landlord's Application wholly with leave to reapply.

Conclusion

The Landlord is unsuccessful in his Application, as he failed to serve the Tenant with his evidentiary submissions, pursuant to the Act and Rules. The Landlord's Application is dismissed wholly with leave to reapply.

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 21, 2022

Residential Tenancy Branch