



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNDCL-S, FFL

### Introduction

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

- a monetary order of \$550.00 for damage to the rental unit and of \$5,000.00 for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit of \$550.00, pursuant to section 38; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

The two tenants did not attend this hearing, which lasted approximately 8 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

This hearing began at 1:30 p.m. and ended at 1:38 p.m. I monitored the teleconference line throughout his hearing. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only people who called into this teleconference.

The landlord confirmed his name and spelling. He provided his email address for me to send this decision to him after the hearing. He stated that he was the previous owner of the rental unit during this tenancy. He confirmed the rental unit address.

At the outset of this hearing, I informed the landlord that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch *Rules of Procedure*. The landlord affirmed, under oath, that he would not record this hearing.

I explained the hearing process to the landlord. I informed him that I could not provide legal advice to him, and he could hire a lawyer for same, if he wanted to do so. The landlord had an opportunity to ask questions, which I answered. He did not make any adjournment or accommodation requests.

#### Preliminary Issue – Service of Landlord's Application

The landlord stated that the tenants were served with the landlord's application for dispute resolution hearing package by way of mail. He said that he did not know the date, nor did he have the tracking number for the mailing. The landlord searched for the dates and the tracking numbers during this hearing but was unable to find the information.

The landlord did not provide any Canada Post mail receipts, tracking numbers, or tracking reports with this application.

Residential Tenancy Policy Guideline 12 states the following, in part (my emphasis added):

*Registered mail includes any method of mail delivery provided by Canada Post for which confirmation of delivery to a **named person** is available.*

*Proof of service by Registered Mail should include the original Canada Post Registered Mail **receipt containing the date of service, the address of service, and that the address of service was the person's residence at the time of service**, or the landlord's place of conducting business as a landlord at the time of service as well as a **copy of the printed tracking report**.*

Accordingly, I find that the two tenants were not served with the landlord's application, as per section 89 of the Act. The landlord did not know the dates of service and did not provide any Canada Post receipts, tracking numbers or tracking reports for the registered mailings. The two tenants did not appear at his hearing to confirm service.

I notified the landlord that his application was dismissed with leave to reapply, except for the filing fee. I notified him that he could file a new application, pay a new filing fee, provide evidence, and provide proof of service at the next hearing, if the landlord wants to pursue this matter in the future. The landlord confirmed his understanding of same.

The landlord stated that he does not know where the tenants are located at this current time.

I informed the landlord that there are limitation dates to consider regarding his application and he could consult the *Act* for same. I notified him that if he required legal advice for same, he could consult a lawyer. The landlord confirmed his understanding of same.

### Conclusion

The landlord's application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The remainder of 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: February 14, 2022

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Residential Tenancy Branch