



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S, FFL

### Introduction and Preliminary Matters

On August 7, 2021, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord attended the hearing; however, neither Tenant made an appearance at any point during the 21-minute teleconference. At the outset of the hearing, the Landlord was informed that recording of the hearing was prohibited and she was reminded to refrain from doing so. She acknowledged this term, and she provided a solemn affirmation.

She advised that she served one Notice of Hearing and evidence package, by registered mail, to both Tenants on August 25, 2021 (the registered mail tracking history is noted on the first page of this Decision). She stated that she served this package to this address as it was provided to her by the Tenants’ lawyer. However, she did not have any documentary evidence to prove that this was an address where the Tenants resided. She also stated that Tenant D.B. gave her this same address over the phone; however, there was no way to prove this, and she never received a forwarding address in writing from the Tenants.

As this registered mail package was refused and then returned to sender, she attempted to go to this address to personally serve the Tenants. However, she submitted that Tenant K.B. would not answer the door, so she was unable to personally serve the Notice of Hearing documents.

Based on this testimony, as there was insufficient documentary evidence corroborating that the address where the Notice of Hearing and evidence package was mailed was a valid service address for the Tenants, I am not satisfied that the Tenants were duly served the Notice of Hearing and evidence package. As I am not satisfied of service, I have dismissed the Landlord's Application with leave to reapply.

As the Landlord was not successful in this Application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this Application.

### Conclusion

Based on the above, 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 18, 2022

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Residential Tenancy Branch