



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, MNDCL, FFL

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. A Monetary Order for damages to the unit - Section 67; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenants did not appear at the hearing. The Landlord states that although the Tenants had provided a forwarding address to the Landlord, this was not where the Tenants were moving to as the Tenants’ movers provided the Landlord with a different address at move-out. The Landlord states that they served the Tenants with their application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail to the address provided by the movers and that was also noted as the Tenants’ mailing address in a previous application by the Tenants. The Landlord confirms the file # for that hearing, reproduced on the cover sheet to this decision. The Landlord confirms that Tenants’ hearing package for this file # included evidence of the Tenants’ forwarding address and confirms that this is not the address the Landlord’s Hearing Package was sent to. The Landlord confirms that they have no supporting evidence that the address they sent the Hearing package was the Tenants’ residential address. The Landlord states that they did not use the forwarding address provided by the Tenants as they are liars and cannot be trusted. Finally, the Landlord also states that they cannot remember how they got the address they used for the

service of the Hearing Package. The Landlord states that at a previous hearing the Landlord was granted retention of the security deposit. The Landlord did not provide the file # for this proceeding. The Landlord states that this is their first experience with the dispute proceedings, and they found it difficult and challenging with no help from the Residential Tenancy Branch. The Landlord states that they were not told about the service requirements.

Section 89(1) of the Act provides that an application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*];
- (f) by any other means of service provided for in the regulations.

The Landlord did not serve the Hearing Package to the forwarding address provided to the Landlord by the Tenants. The Landlord's evidence of the source of the address used for service of the Hearing Package was inconsistent and unclear. While it may be accepted that the Landlord was given an address by the movers, and I note that this is not supported, there is no evidence that this address was either of the Tenants' residence. Overall, I found the Landlord's evidence of service to the Tenants to be insufficient. For these reasons I find that the Landlord did not serve the Tenants as required under the Act, and I dismiss the Landlord's application with leave to reapply. Leave to reapply is not an extension of any 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 Act.

Dated: March 09, 2022

Residential Tenancy Branch