



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL FFL

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for \$2,990.00 for damages to the unit, site or property, for unpaid rent or utilities, to offset any amount from the security deposit and/or pet damage deposit, and to recover the cost of the filing fee.

The landlord attended the teleconference hearing. The tenant did not attend the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated September 14, 2021 (Notice of Hearing), application and documentary evidence were considered. The landlord was affirmed and the landlord confirmed that they did not serve the tenant by registered mail as the tenant has not provided their written forwarding address since vacating the rental unit.

In addition, the landlord stated that the landlord emailed the tenant but that the tenant has not responded to that email from the landlord. Finally, the landlord stated that they could serve the tenant through the tenant's employer; however, the tenant did not apply for an Order for Substituted Service, nor did the landlord provide any documentation in evidence to support that the tenant's employer would serve the tenant on behalf of the landlord.

Also, the landlord testified that when the tenant came to sign the tenancy agreement, that the tenant provided a copy of their BC Driver's License (BCDL) and that the landlord noted their previous address listed on the BCDL.

Preliminary and Procedural Matters

The landlord 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 landlord 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 landlord 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 landlord did not have any questions about my direction pursuant to RTB Rule 6.11.

The landlord confirmed the respective email addresses for both parties at the outset of the hearing and stated that they understood that the decision would be emailed to both parties.

Both parties have the right to a fair hearing. The tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Proceeding and application. Therefore, **I dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenant has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

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

Conclusion

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

The landlord may wish to apply for an Order for Substituted Service.

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

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

As the landlord testified that the tenant has not yet provided their written forwarding address I make no orders for the return of the security deposit and/or pet damage deposit.

This decision will be emailed to both parties.

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: March 15, 2022

Residential Tenancy Branch