



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1228738 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **MNDCL, MNRL-S, MNDL-S, FFL**

### **Introduction**

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

- A monetary order for damages or compensation pursuant to section 67;
- A monetary order for unpaid rent and authorization to withhold a security deposit pursuant to sections 67 and 38;
- A monetary order for damages caused by the tenant, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. 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 ones who had called into this teleconference.

### **Preliminary Issue – service of Notice of Dispute Resolution Proceedings**

The landlord attended the hearing and testified that yesterday, he was notified of a change of time for the hearing from the original time of 1:30 p.m. to 11:00 a.m. The verbal notification came from an information officer of the Residential Tenancy Branch and it was followed up with a new Notice of Dispute Resolution Proceedings by email.

The landlord testified that he had sent a Notice of Dispute Resolution Proceedings for the original 1:30 hearing to each of the parties named as tenants by registered mail. The tracking numbers for the mailings are recorded on the cover page of this decision. The landlord testified that he sent the packages to the address he has on file for AS,

named as a respondent for this application, who is not a tenant but is a guarantor who signed the tenancy agreement.

The landlord testified that this application is about a past tenancy and that he was not provided with the tenants' forwarding address because the tenants were removed from the residential property by a bailiff and the landlord was not allowed to attend the removal of the tenants. The only address he has for the tenants is the guarantor's address and that the guarantor always resided in her own residence and never resided in the rental unit.

### Analysis

Section 89 of the *Act* establishes the following Special Rules for certain documents, which include an application for dispute resolution:

*89(1) An application for dispute resolution,...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.*

This hearing was originally scheduled to be heard at 1:30 p.m. on Thursday, June 2<sup>nd</sup>, 2022. I am not satisfied the landlord served the tenants with the application for dispute resolution (included in the Notice of Dispute Resolution Proceedings package) in accordance with section 89 of the *Act*. The address to which the landlord sent the tenants' copy of the application for dispute resolution by registered mail is not the address at which the tenants reside, as contemplated by section 89(1)(c).

The landlord gave insufficient evidence to satisfy me the co-signer's residence is the forwarding address of the tenants. I find that the landlord has failed to serve the application for dispute resolution in accordance with section 89 of the *Act* and I dismiss the landlord's application with leave to reapply.

Conclusion

This 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: June 03, 2022

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Residential Tenancy Branch