



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, MNDCL, MNDL-S, FFL

### Introduction and Preliminary Issue

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. The landlord applied on December 28, 2021 for:

- a monetary order for unpaid rent;
- compensation for monetary loss or other money owed;
- compensation for damage caused by the tenant, their pets, or guests to the unit or property, noting that the landlord holds the pet or security deposit; and
- the filing fee.

The hearing was attended by the landlord but not the tenant. The landlord was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; she was made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord testified that the tenant vacated the rental unit in mid November 2021 and did not provide a forwarding address.

The landlord testified she served the Notice of Dispute Resolution Proceeding (NDRP) and her evidence on the tenant by registered mail on January 12, 2022, to the old address the tenant provided on his rental application, an address he does not currently live at. The landlord testified she also served the documents by email. The landlord testified the tenant did not agree to service by email.

Section 89 of the Act lists ways in which an application for dispute resolution must be served on a party; two of those include: 1) sending a copy by registered mail to the address at which the person resides, or 2) by any other means of service provided for in the regulations.

Section 43 of the *Residential Tenancy Regulation* provides that documents may be served on a person by emailing a copy to an email address provided as an address for service by the person.

As the landlord testified she mailed the documents to an address at which the tenant does not reside, and that the tenant did not agree to service by email, I find that the landlord's NDRP and evidence were not served in accordance with the Act.

Therefore, the landlord's application is dismissed with leave to reapply.

### Conclusion

The landlord's application is dismissed.

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: August 04, 2022

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Residential Tenancy Branch