



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction and Preliminary Matter

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On January 1, 2022, the landlords applied for:

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

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

The landlord testified they served the Notice of Dispute Resolution Proceeding (NDRP) by registered mail on January 14, 2022, and that “it should be uploaded,” which I understood to refer to the registered mail documentation and tracking number. Tenant BV confirmed she received the landlords’ NDRP and hearing materials.

During the hearing, the landlord testified that tenant KV vacated the rental unit on August 29, 2021; and that they have an address for KV, but are not sure if it is correct as the NDRP sent to KV was returned. The landlord testified that they had emailed KV, trying to confirm his address, but KV has not replied. At another point in the hearing, the landlord testified that tenant KV did not provide a forwarding address.

Following the hearing, I found the landlord's evidence did not include documentation related to the service of documents by registered mail.

Residential Tenancy Policy Guideline 12. [Service Provisions](#) states:

All parties named on an application for dispute resolution must be served notice of proceedings, including any supporting documents submitted with the application. Where more than one party is named on an application for dispute resolution, each party must be served separately. Failure to serve documents in a way recognized by the Legislation may result in the application being adjourned, dismissed with leave to reapply, or dismissed without leave to reapply.

Additionally, the NDRP states that the applicant is required to give the Residential Tenancy Branch proof that the NDRP and copies of all supporting documents were served to the respondent. In this dispute, the landlords are the applicants, and BV and KV, both named in the dispute, are the respondents.

As the landlords have provided conflicting testimony regarding the service of the NDRP on tenant KV, and there is no evidence submitted to clarify the matter, I find the landlords have not satisfied me they served the NDRP on tenant KV in accordance with section 89 of the Act.

Therefore, as I am not confident that tenant KV is aware of the proceeding, I dismiss the landlords' application with leave to reapply.

If necessary, the landlords may apply for substituted service ([Application for Substituted Service](#)).

### Conclusion

The landlords' 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: August 26, 2022

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Residential Tenancy Branch