



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNRL-S, MNDCL-S, 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. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant did not attend the hearing. The Landlord states that the Tenant moved out of the unit on May 30, 2022 and that the Landlord has possession of the unit. The Landlord served the Tenant with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on June 10, 2022.

Section 89(2) of the Act provides that an application by a landlord under section 55 [*order of possession for the landlord*], 56 [*application for order ending tenancy early*] or 56.1 [*order of possession: tenancy frustrated*] must be given to the tenant in one of the following ways:

- (a) by leaving a copy with the tenant;
- (b) by sending a copy by registered mail to the address at which the tenant resides;
- (c) by leaving a copy at the tenant's residence with an adult who apparently resides with the tenant;

(d)by attaching a copy to a door or other conspicuous place at the address at which the tenant resides;

(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.

As the Tenant had moved out of the unit by the date of the registered mail and as the Landlord did not serve the Tenant by any other method, I find that the Landlord has not substantiated that the Tenant was served as required under the Act. As the Tenant has moved out of the unit, I dismiss the claim for an order of possession and the filing fee. The Landlord's claims for rent, compensation and retention of the security deposit are dismissed with leave to reapply. Leave to reapply is not an extension of the 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: October 04, 2022

Residential Tenancy Branch