



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction and Preliminary Matters

On March 18, 2022, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was scheduled to commence via teleconference at 1:30 PM on October 17, 2022.

The Landlord attended the hearing, with C.X. attending as a translator for the Landlord; however, the Tenant did not make an appearance at any point during the 56-minute teleconference.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

I dialed into the teleconference at 1:30 PM and monitored the teleconference until 2:26 PM. Only the Respondent dialed into the teleconference during this time. 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 Respondent was the only other party who had called into this teleconference.

At the outset of the hearing, I informed the Landlord that recording of the hearing was

prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

The Landlord advised that she served the Notice of Hearing and evidence package to the Tenant by registered mail on March 26, 2022. This was served to the Tenant's mother-in-law's address, and she stated that she did this because this was the address that the Tenant provided, in or around February 2021, from her long expired interim driver's license.

She also advised that she served the Notice of Hearing and evidence package to the Tenant's email address on March 25, 2022. She stated that this email address was provided to her on the move-out inspection report.

Given that this expired interim driver's licence was provided to the Landlord so long ago, and given that there is no evidence before me to support that the Tenant ever provided this as her forwarding address in writing, I am not satisfied that this package was sufficiently served to the Tenant.

On March 29, 2022, the Landlord made an Application for Substituted Service, and a Decision, dated April 13, 2022, was rendered that permitted her to serve the "Notice of Dispute Resolution Proceeding, with supporting documents and written evidence, along with a copy of this substituted service decision, to the tenant's email address as set out above." This Decision also **Ordered** "the landlord to provide proof of service of the e-mail which may include a printout of the sent item, a confirmation of delivery receipt, or other documentation to confirm the landlord has served the tenant in accordance with this order. If possible, the landlord should provide a read receipt confirming the e-mail was opened and viewed by the tenant."

The Landlord confirmed that she received this Decision; however, she did not fully read it or understand it. As a result, she never complied with this Decision by serving the above documents after receiving the Decision.

Based on this undisputed testimony, I am not satisfied that this package was sufficiently served to the Tenant, as per this Substituted Service Decision.

As I am not satisfied that the Landlord duly served the Notice of Hearing package to the Tenant, this Application is dismissed with leave to reapply.

In addition, I find it important to note that I am not satisfied that the Tenant providing her email address on the move-out inspection report, or providing an address on an expired interim driver's licence as far back as February 2021 would constitute the Tenant providing a forwarding address in writing. As such, I find that the Tenant has still not provided the Landlord with a valid forwarding address in writing as contemplated by the *Act*.

As the Landlord's Application was dismissed with leave to reapply, I find that the Landlord is not entitled to recover the \$100.00 filing fee.

Conclusion

The Landlord's Application for Dispute Resolution 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: October 17, 2022

Residential Tenancy Branch