



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

The Landlord filed an Application for Dispute Resolution on March 22, 2022 seeking compensation for rent amounts owing, for damage in the rental unit, and for other monetary loss. The matter proceeded by way of a hearing pursuant to s. 74(2) on November 28, 2022. In the conference call hearing, I explained the process and provided the attending party – the Landlord -- the opportunity to ask questions.

Preliminary Issue – service of the Notice of Dispute Resolution

The Landlord provided that they received the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch on March 31, 2022. On April 1, they provided each page in separate text messages (*i.e.*, one message for each page) for all of the package they received from the Residential Tenancy Branch. This was because they had no correct forwarding address from the Tenant after the Tenant notified them an address was not valid.

The Landlord made no application to the Residential Tenancy Branch regarding substituted service for the purpose of advising the Tenant of this hearing. The Landlord provided no proof of either the Tenant's phone number the Landlord used for this purpose as being valid. As well, the Landlord provided no proof that they sent all pages of notice information to the Tenant.

The Residential Tenancy Branch has the *Residential Tenancy Branch Rules of Procedure* and these are "to ensure a fair, efficient and consistent process for resolving disputes for landlords and tenants" (Rule 1.1). Rule 3.1 provides that an applicant must serve the party with the Notice and other evidence *within three days* of the Notice being made available by the Residential Tenancy Branch. Rule 3.5 provides that an applicant must demonstrate that they served the respondent with the Notice and all evidence.

The *Act* s. 89(1) stipulates that an application for dispute resolution, when required to be given by one party to 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*].

The *Act* s. 71 also refers to substituted service. The Rules define this as “an alternative method of service authorized by an arbitrator where the party has made reasonable efforts to serve but has been unable to serve documents . . .” There is a separate application process available to a party should the need arise.

I find the Landlord did not provide a copy of the Notice of Dispute Resolution Proceeding – that document that is generated when a person applies for dispute resolution – to the Tenant. The *Act* requires proper service in line with administrative fairness in which a party’s legal rights and obligations are challenged. I dismiss the Landlord’s Application for Dispute Resolution for this reason.

Conclusion

I dismiss the Landlord’s application for compensation, with leave to reapply. This decision does not impact any deadlines as set forth in the *Act*. The Landlord’s claim for reimbursement of the filing fee is dismissed without leave to reapply. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: November 28, 2022

Residential Tenancy Branch