



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDL, FFL

Introduction and Preliminary Matters

On April 12, 2022, the Landlords applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both Landlords attended the hearing, and the Tenant attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed 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.

Landlord Ru.P. advised that they served the Notice of Hearing package to the Tenant by email on April 26, 2022. As well, she testified that they served this package, by regular mail, to the address on the Tenant’s driver’s license on the same day. She stated that they did not make an Application for Substituted Service to obtain permission to serve the Notice of Hearing package to the Tenant, by email. Moreover, there was no documentary evidence submitted to prove that the Tenant lived at the address that the Landlords sent the Notice of Hearing package to.

Given that the Landlords did not have authorization to serve the Notice of Hearing package to the Tenant via email, I am not satisfied that the Tenant was duly served this package. Moreover, the Landlords served a copy of the Notice of Hearing package to

the Tenant by regular mail, which is not an acceptable method of service pursuant to Section 89 of the *Act*. Furthermore, there was no proof that the address that this package was sent to was an address that the Tenant actually lived at, or could receive documents at. As such, I am not satisfied that the Tenant was duly served the Notice of Hearing package in this manner either.

As I am not satisfied of service, I have dismissed the Landlords' Application with leave to reapply.

As the Landlords were not successful in this Application, I find that the Landlords are not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

Based on the above, 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: December 20, 2022

Residential Tenancy Branch