



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL-S, FFL

Introduction and Preliminary Matters

On May 11, 2022, the Landlord applied for a Dispute Resolution proceeding 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, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Landlord 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.

The Landlord advised that he served the Notice of Hearing and evidence package to the Tenant by registered mail on or around May 19, 2022; however, the Tenant advised that he did not receive this package and that he did not ever provide a forwarding address in writing to the Landlord. The Landlord testified that he served this package to the Tenant’s place of employment, and that this address was found on the internet. He stated that an employee of that company signed for this package. He acknowledged that he did not apply for Substituted Service for authorization to serve the Tenant in this manner. As well, he did not submit any documentary evidence to substantiate that this was an address that the Tenant actually lived at, or could receive documents at.

The Tenant advised that that company was not his place of employment, and he only found out about this hearing via a reminder email from the Residential Tenancy Branch.

As the Landlord did not have a forwarding address in writing, as the Landlord did not obtain a Substituted Service Decision permitting him to serve the Notice of Hearing

package to this address that he obtained from the internet, and as the Landlord did not submit any documentary evidence to prove that this was a valid address for service, I am not satisfied that the Tenant was duly served this package.

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

Both parties agreed that the tenancy ended on January 31, 2022, and the parties were informed of the timeframe remaining for the Tenant to provide a forwarding address in writing.

Furthermore, the Tenant confirmed that the email address that the Landlord noted on this Application was currently active and still valid. The Tenant's email address was read out during the hearing and the Tenant confirmed that it was correct (the confirmed email address is noted on the first page of this Decision). As the Tenant verified that this email address was presently active, the Landlord advised that he would be making an Application for Substituted Service against the Tenant, using this email address, and the Tenant understood this.

As the Landlord was not successful in this Application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

Based on the above, the Landlord's 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: January 23, 2023

Residential Tenancy Branch