



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, FFL

### Introduction, Preliminary and Procedural Matters-

This hearing convened as a result of the landlords' application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent;
- compensation for a monetary loss or other money owed;
- authority to keep the tenant's security deposit to use against a monetary award; and
- to recover the cost of the filing fee

The landlords attended the teleconference hearing and were affirmed. The tenant did not attend the hearing. For this reason, service of the Application for Dispute Resolution, evidence, and Notice of Hearing (application package) was considered.

The landlord testified that the tenant was served the application package by registered mail on September 10, 2022. The landlord filed the registered mail envelope showing the Canada Post tracking information. The landlord said that the package was returned to them, showing "No such Address".

When questioning the landlord about the address used for service of their application package, the landlord said that the tenant gave a forwarding address by writing the address on a piece of paper. The landlord did not file the piece of paper in evidence so that I could review the sufficiency of the document.

The landlords said they could provide a copy of the paper, and I allowed the landlord to file that copy by uploading the document in the Residential Tenancy Branch (RTB)

digital file created for their application. The landlords were informed that the evidence was required to be uploaded by 5:00 pm the day of the hearing.

I also informed the landlords that, although the hearing proceeded, I reserved the right to dismiss their application in the event the new evidence was not sufficient to establish proper service of their application.

I note the evidence was received before 5:00 pm and was reviewed.

### Analysis and Conclusion

Section 59(3) of the Act requires that a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it.

Section 89(1) of the Act requires that an application for dispute resolution, which includes the notice of hearing, must be given by handing the documents to the person or by registered mail to the address at which the person resides, or by registered mail to a forwarding address provided by the tenant. The landlord may also serve the tenant as ordered by the director under section 71 of the Act or by any other means of service provided for in the regulations.

In the case before me, having reviewed the evidence of the document showing a written forwarding address by the tenant, I find the address was incomplete, as it did not give the municipal name or postal code. The postal code on the returned envelope was struck through.

As the written forwarding address was incomplete, I find this is insufficient evidence of a complete written forwarding address. For this reason, I find the landlords submitted insufficient evidence that they served the tenant their application for dispute resolution and notice of this hearing in a way required by the Act.

Both parties have a right to a fair hearing and the tenant would not be aware of the hearing without having been served the Notice of a Dispute Resolution Hearing and application as required by the Act.

I therefore dismiss the landlords' application, **with leave to reapply**.

As I have not considered the merits of the landlords' application, I dismiss their request to recover the cost of the filing fee, without leave to reapply.

Leave to reapply does not extend any applicable time limitation deadlines.

I have not ordered the landlord to return the tenant's security deposit, as I find there was insufficient evidence that the tenant provided a true written forwarding address to the landlords.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: May 15, 2023

---

Residential Tenancy Branch