



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL, FFL

Introduction

The landlords applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The landlords ask me for the following orders against the Respondents.

1. Compensation in the amount of \$3,900.00 for unpaid rent for May 2022.
2. Compensation in the amount of \$17,280.00 to repair flooring of the rental unit.
3. Reimbursement for the \$100.00 filing fee for this application.

The landlords appeared at the hearing on 4 July 2023. The Respondents did not.

Preliminary Matters

Section 89 (1) of the *Residential Tenancy Act* [the 'Act'] requires that, 'An application for dispute resolution... must be given in one of the following ways... (c) by sending a copy by registered mail to the address at which the person resides...'

The landlords told me the following about how they gave a copy of their application to the Respondents:

1. after the tenants moved out of the rental unit, they did not provide a forwarding address, but said that they would move into their mother's home; and so
2. the landlords sent a copy of this application by registered mail to an address that appeared on a cheque in the name of the mother.

But the landlords told me that the mail came back as undelivered, and that, 'Honestly, I don't know if they're still living at this address...'

As a result, I find that the landlords failed to comply with section 89 of the Act: while they sent a copy of their application by registered mail, they did not send it to an address at which the Respondents reside. The landlords do not know where the Respondents reside.

The effect is that I have no proof that the Respondents have had notice of this application and it is unfair to proceed with this application without assurances that they have knowledge of how to participate.

Conclusion

I dismiss this application with leave to re-apply.

If the landlords discover where the Respondents reside, or successfully apply for substituted service *per* rule 3.4 of the RTBs Rules of Procedure, then they can re-apply for resolution of this dispute. But nothing in this decision extends time limits under section 60 of the Act regarding a dispute about this tenancy (which the landlords told me ended 31 May 2022).

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 3 August 2023

Residential Tenancy Branch