



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      CNL, MNDCT, OLC, FFT

### Introduction

On April 27, 2023 the Tenant filed their Application for Dispute Resolution at the Residential Tenancy Branch, seeking:

- to dispute a two-month notice to end tenancy for landlord's use of property, needing more time to file the Application;
- compensation for monetary loss or other money owed;
- the Landlord's compliance with the legislation and/or tenancy agreement;
- reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Branch* on August 3, 2023. In the conference call hearing, I explained the process and provided the attending party the opportunity to ask questions.

### Preliminary Matter – tenancy ended

At the outset of the hearing, the Tenant confirmed that they moved out from the rental unit on June 30, 2023. For this reason, I dismiss the Tenant's Application for cancellation of the Two-Month Notice, without leave to reapply.

Additionally, with the landlord-tenant relationship now ended, I similarly dismiss the Tenant's application for the Landlord's compliance with the legislation and/or tenant agreement. This is also without leave to reapply.

Preliminary Matter – Tenant’s Application and evidence service to the Landlord

In the hearing, the Tenant set out how they provided the Notice of Dispute Resolution Proceeding to the Landlord after the Residential Tenancy Branch sent that document to the Tenant on April 27, 2023. The postal service returned the document to the Tenant after their attempt at serving it to the Landlord via registered mail.

The Tenant used the address for service provided by the Landlord on the Two-Month Notice, indicating Unit #9 at the same residential address as where the Tenant lived in the rental unit. The Tenant stated the Landlord did not live in that Unit #9 – in fact there is no Unit #9 at the rental unit property, and the Landlord does not live in any other unit at that property.

The *Act* requires service of the Notice of Dispute Resolution Proceeding by the Applicant (here, the Tenant) to the Respondent (here, the Landlord) within 3 days, as per s. 59(3).

The *Act* s. 89(1) provides the means of service, by which one party must give the application (*i.e.*, the Notice of Dispute Resolution Proceeding) to the other. Registered mail must be “to the address at which the person carries on business as a landlord.”

The Tenant did not provide a copy of the tenancy agreement they had with the Landlord. I conclude from this that there was no other address for service provided to the Tenant by the Landlord.

I find the Tenant did not determine the correct address at which the Landlord either resides, or where they carry on business as a Landlord. The Tenant was aware that the address used by the Landlord on the document was incorrect/invalid. The Tenant did not rely on other information, such as a tenancy agreement, or some other verified contact method they had in place, such as the Landlord’s email address that they presumably used to communicate with the Landlord, presumably provided to them by the Landlord.

Despite the incorrect information that the Landlord provided to the Tenant, I find the Tenant bears the responsibility to ensure service to the Landlord by whatever means available. The Tenant did not apply for substituted service, where the Landlord could not be served by any of the means available in the *Act* (*i.e.*, s. 89), and the Landlord would receive the document by the alternate method (*e.g.*, email).

I find the Tenant did not complete service of the Notice of Dispute Resolution Proceeding to the Landlord as required. For this reason, I dismiss the Tenant's Application for monetary compensation, with leave to reapply. I dismiss the part for the return of the filing fee, without leave to reapply.

### Conclusion

I dismiss the parts of the Tenant's Application concerning the Two-Month Notice and the Landlord's compliance, and the Application filing fee, without leave to reapply.

I dismiss the Tenant's Application concerning compensation to them, with leave to reapply.

I make this decision on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: August 16, 2023

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Residential Tenancy Branch