DECISION

Introduction

In this decision, the terms “Tenant”, “Landlord”, and “Rental Unit” are defined terms; definitions for the terms Tenant and Rental Unit are provided on the cover page of this decision. The term Landlord refers solely to respondent ABM, also known as BAM.

Two hearings were held in response to the Tenant’s two applications filed against the Landlord and DHL, c/o BAC.

The Tenant filed their first application on September 26, 2025 (with the file number ending in the three digits 465), and their second application on August 21, 2025 (with the file number ending in the three digits 580), for Dispute Resolution under the *Residential Tenancy Act* (the ***Act***) for:

- A Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the *Act*.
- A Monetary Order for the return of the Tenant’s security deposit, with interest, pursuant to section 38 of the *Act*.
- Authorization to recover the filing fee for both applications from the Landlords under section 72 of the *Act*.
- The Tenant attended the hearing alongside their mother/witness DG. No one attended the hearing for the Landlords.

No one attended either hearing held in this matter for the Respondents. The Tenant attended both hearings alongside their mother/witness DG.

On October 31, 2025, I issued an interim decision, which must be read in conjunction with this decision (the **Interim Decision**).

Background Facts and Analysis

In the Interim Decision I outlined my reasons for amending the Tenant’s two applications. In brief, I stated:

> After the [first] hearing, based on [the Tenant’s] testimony, I amended the Tenant’s two applications and included [the Landlord ABM] as a respondent to both disputes, as they were the individual that represented themselves to the Tenant as the "landlord”.

Prior to my amendment of the Tenant’s two applications, the sole respondent named by the Tenant was DHL, c/o BAC.

The Tenant and their witness failed to prove, on a balance of probabilities, that they had a contractual relationship with DHL, c/o BAC and for this reason alone their claims against DHL, c/o BAC is dismissed, with leave to reapply.

The Tenant and DG provided the following evidence regarding DHL, c/o BAC at both hearings:

- The Tenant never signed any written tenancy agreement(s) with respect to the Rental Unit with any entity.
- Before and during the term of their tenancy, the Tenant was solely in contact with the Landlord.
- At the end of May 2025, they received a letter from the city/fire department, which was addressed to DHL, c/o BAC (the **Letter**).
- At the bottom of the Letter, they can observe the following: “cc: [BM]” (whom I have defined in this decision as the Landlord).
- Based on the contents of the Letter, and under the assumption that DHL, c/o BAC is the true owner of the Rental Unit, they filed their claims against DHL, c/o BAC.

There was no dispute at either hearing that BAC is a law firm and that the address included in the Letter by the local municipality/fire department as DHL’s address was that of the law firm’s.

I find the Letter and the Tenant’s/DG’s testimonies to be insufficient evidence for a finding that DHL, c/o BAC has a contractual relationship with the Tenant. While the *Act* defines the term “landlord” liberally, the contents of the Letter are insufficient for a finding, on a balance of probabilities, that the company created a tenancy agreement with the Tenant, or that the company is owned by the Landlord or that the Landlord is acting as an agent of the company with respect to this tenancy.

Even if I am wrong in my analysis above, and the company is a rightful party to this dispute, the address used by the Tenant to serve the company is the address discovered by the Tenant in the Letter, which is that of the law firm that *may* be representing the company. Section 89(1) of the *Act* states that a Proceeding Package may be delivered, “if the person is a landlord, by leaving a copy with an agent of the landlord”, or “by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord”.

Based on the evidence before me I am not satisfied that the law firm is where the company, even if there is tenancy relationship between the company and the Tenant, “carries on business as a landlord”. I am also not satisfied that the law firm is the registered office for the company, solely because the Letter includes their address. It is unclear where the Letter’s author obtained such information. In the result, I am not satisfied that the Tenant has given their two applications to “an agent of the landlord”, even if the company and the Tenant have a landlord/tenant relationship. In the result,

even if I am wrong in my analysis about the company's relationship with the Tenant, it would be my alternative finding that the Tenant has not satisfied me that their service attempts to the law firm are sufficient for the purposes of section 89(1) of the *Act*, *vis a vis* DHL.

Under both analyses above, the Tenant's claims against DHL, c/o BAC are dismissed with leave to reapply. Leave is granted because it is plausible that DHL, c/o BAC and the Tenant have a contractual relationship. My dismissal in this case is based on the insufficient evidence provided to prove the existence of such a relationship.

I adjourned the first hearing to provide the Tenant with an opportunity to serve the Landlord (ABM) with their two applications, and to provide the Landlord with an opportunity to respond with their own records, if any, following my amendment of the Tenant's two applications.

At the first hearing, the Tenant and DG testified that they do not have an address for the Landlord, but they did have the Landlord's phone number. Section 71(1) of the *Act* states that "[t]he director may order that a notice, order, process or other record may be served by substituted service in accordance with the order."

As I outlined in the Interim Decision, I authorized the Tenant to serve their Proceeding Packages to the Landlord via text message. I also stated that the Tenant may also use other forms of service if they can locate the Landlord.

At the second hearing the Tenant and DG testified that they served the Landlord via text message, but the Landlord never responded to their text messages. The Tenant testified that they have no reason to believe they are blocked. The Tenant testified that their calls go on voicemail, suggesting that, perhaps, they were blocked by the Landlord. The Tenant testified that on June 5, 2025, they received a text message from the Landlord, and that was the last time they received any message from the number they served their records to after the first hearing.

While the Tenant complied with my order as set out under the Interim Decision, based on their testimony at the second hearing and upon greater reflection, I find I am not satisfied, on a balance of probabilities, that the Landlord is either notified of the claims made against them or would have become notified of the two applications via text message service. In this case, the Tenants served the Landlord in two ways:

- Via registered mail to the law firm address that they discovered in the Letter; and
- Via text message in accordance with my order set out in the Interim Decision.

While registered mail is an acceptable method of service, the evidence before me linking the law firm to the Landlord, is the Letter. The address of the law firm is with respect to DHL, the corporate entity, not the Landlord. It is entirely plausible that the company and the Landlord are tied, but I am unable to make that finding based on the Letter alone.

Text message service is not an acceptable method of service under sections 88 and 89(1) of the *Act*, for service of a Proceeding Package. I can, under section 71(2)(c) of the *Act*, make the finding that a respondent is sufficiently served for the purposes of the *Act*, via text message, if there is evidence before me that the respondent received the records in question. Per the Tenant's and DG's testimonies, their service attempt went unanswered, as all their text messages have been since June 6, 2025. It is also possible that the Tenant is blocked, because their calls are pushed to voicemail.

For the above reasons, I dismiss both applications against the Landlord, with leave to reapply. Leave to reapply is granted because the matters raised by the Tenant were not adjudicated on their merit.

I also note that had I been satisfied that the Landlord was made aware of the security deposit claim against them (application with the file number ending in 465), I would have dismissed the matter with leave to reapply, because the Tenant failed to prove that they served their forwarding address, in writing, to the Landlord. The Tenant submitted a screenshot of a text message from June 2025, with their forwarding address included as an attachment. Per the Tenant's own testimony, the text message went unanswered. Text message service is also not an acceptable method of service under section 88 of the *Act*, which means I cannot deem the Landlord in receipt of the record pursuant to section 90 of the *Act*.

DG testified that on June 6, 2025, they attended a restaurant and handed the Tenant's forwarding address letter to a "waitress", who promised to deliver the record to the Landlord. The Tenant testified that they have a friend that works at the restaurant (PF) and they were informed by their friend that the Landlord partially owns the restaurant. DG testified that they identified the Landlord to the waitress, by the Landlord's first name, but they included the Landlord's full name on the envelope containing the Tenant's forwarding address letter.

Section 88 of the *Act* states that a record (such as a forwarding address, in writing), can be given to a landlord "by leaving a copy with an agent of the landlord". The Branch's Policy Guideline 12 provides the following explanation for who can be considered an agent:

> The tenant should check the tenancy agreement for the name and address of the landlord's agent that is authorized to act on behalf of the landlord. The landlord's agent may be an individual, a firm, such as a sole proprietorship or a partnership, or an incorporated company or society. Before leaving a record with an agent, it may be advisable to make sure that the agent is in fact the landlord's agent and obtain the name of the person accepting the record.

I am not satisfied that "a waitress" working at a restaurant that the Landlord may or may not be a partial owner of was acting as the Landlord's agent in any capacity. The other method used by the Tenant and DG was service, by registered mail, to the law firm that may or may not be acting for the company that may or may not be tied to the Landlord.

I find I am unable to accept either of the above methods for the issues I have already outlined in relation to the Tenant's forwarding address letter. section 38(1) of the *Act* states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, the landlord must either repay any security or pet damage deposit or make an application for dispute resolution claiming against the security deposit or the pet damage deposit. Therefore, as I am not satisfied that the Landlord received the Tenant's forwarding address, in writing, I find the Tenant's application for the return of their deposit would have failed, even if I had proceeded with their application.

For all the above reasons, the Tenant's applications are dismissed, with leave to reapply.

Conclusion

The Tenant was unable to overcome their strict burden to prove the Landlord was served with their two applications. The Tenant was unable to prove the existence of a contractual relationship between the Tenant and the corporate entity DHL.

For the above reasons, and the other reasons outlined in my decision, the Tenant's applications are dismissed, with leave to reapply, except for their claims for the return of their filing fees, which are dismissed without 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 *Act*.

Dated: December 11, 2025

Residential Tenancy Branch