



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for \$1,312.50 in damage to the rental unit pursuant to section 67; and
- authorization to recover the landlord's \$50.00 filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 2:47 p.m. in order to enable her to connect with this hearing. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions.

The landlord entered written evidence stating that on April 1, 2009, the tenant sent a written notice to end this tenancy on April 30, 2009. When the tenant encountered obstacles to vacating by that date, she asked and was granted extensions to end this tenancy. The landlord's representative ET testified that the tenant eventually vacated the rental unit by December 1, 2009 without leaving a forwarding address.

The landlord's representative MC (the landlord) testified that a copy of the landlord's dispute resolution hearing package was sent to the tenant by registered mail on September 3, 2011. The landlord provided a Canada Post Tracking Number to confirm this mailing. The landlord testified that the dispute resolution hearing package has been returned as unclaimed by the tenant.

Since the tenant left almost two years ago without providing a forwarding address, I asked how the landlord was certain that the dispute resolution hearing package was sent to the tenant's correct mailing address. The landlord said that the landlord's in-house "skip tracer" had obtained information that confirmed that the address the landlord used to send the dispute resolution hearing package was the tenant's correct current address. When I asked for more details to confirm the accuracy of this information, the landlord said that this information appeared to have come from the Insurance Corporation of British Columbia (ICBC), including information regarding the tenant's address as it appeared on her driver's licence.

As I was not satisfied by the landlord's explanation that the tenant has been properly informed of the landlord's application for this monetary Order, I gave the landlord until 4:00 p.m. on November 21, 2011 to fax me confirming documentation to demonstrate that the landlord's hearing package was sent to the tenant's correct mailing address. Within two hours of the hearing, the landlord faxed information obtained by the landlord's in-house skip tracer. The information provided in this fax was a consumer credit report which did list the address used by the landlord as the tenant's address since July 2011. Although there was reference to ICBC in this report, there was no information from ICBC that was related to any legal identification, including the tenant's mailing address on her driver's licence. Although I have waited until 4:00 p.m. on November 21, 2011 to allow the landlord to supply any additional information, no other information was provided by the landlord.

Based on the oral and written evidence of the landlord, including the information provided after the hearing, I am not satisfied that the landlord has demonstrated that the application for dispute resolution has been served by a method required under section 89(1) of the *Act*. I find that the landlord's mailing of the dispute resolution hearing package by registered mail to the address identified by the landlord's skip tracer does not satisfy either the requirement under section 89(1)(c) of the *Act* that the copy of the application for dispute resolution be sent "to the address at which the person resides" or in accordance with section 89(1)(d) of the *Act* "by sending a copy by registered mail to a forwarding address provided by the tenant." I am not satisfied that the tenant was properly served with the landlord's application for dispute resolution.

Conclusion

I dismiss the landlord's application 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: November 21, 2011

Residential Tenancy Branch