



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution, seeking a monetary order for unpaid rent or utilities, authorization to keep all or part of the security deposit, for money owed or compensation for damage or loss under the Act, and to recover the filing fee.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice") was considered. The landlord testified that the Notice was mailed via registered mail to the rental unit on August 30, 2012. The landlord stated that he has not seen the tenant since the middle of August 2012 and did not believe that the tenant was still residing in the rental unit at the time he mailed the Notice, however, that was the only address he had for the tenant.

Residential Tenancy Branch Policy Guideline #12 Service Provisions requires that where a landlord is serving a tenant by registered mail, the address for service must be where the tenant resides at the time of mailing, or the forwarding address provided by the tenant. The landlord stated that he did not believe the tenant was living in the rental unit on August 30, 2012 when he mailed the Notice to the tenant. Therefore, **I find** the tenant has not been served in accordance with Policy Guideline #12 as the landlord could not confirm the tenant was still residing in the rental unit.

The tenant has a right to a fair hearing and would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing. Therefore, **I dismiss** the landlord's application **with leave to reapply**. I note this decision does not extend any applicable time limits under the *Act*.

Conclusion

The landlord's application is dismissed with leave to reapply. This decision does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 15, 2012

Residential Tenancy Branch