



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HARO HOLDINGS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC FF

Introduction and Analysis

This hearing dealt with the tenant's Application for Dispute Resolution, seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fee.

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The tenant testified that the Notice of Hearing was mailed via registered mail to the business address of the landlord on December 21, 2013 and was successfully delivered on January 8, 2014. A tracking number was submitted in evidence by the tenant.

The tenant testified that according to the online postal tracking website, the registered mail package was signed for by KCL. The tenant confirmed that she did not know a person by the name of KCL. The tenant did not provide a tenancy agreement in evidence to support that the service address of the landlord was the address where the tenant mailed the registered mail package. Furthermore, the tenant did not submit evidence that confirmed the business address of the named landlord in her application for dispute resolution.

Residential Tenancy Branch Policy Guideline #12 Service Provisions requires that where a tenant is serving a landlord by registered mail, the address for service must be where the landlord resides at the time of mailing or carries on business as a landlord. Based on the above, **I find** that the landlord has not been sufficiently served in accordance with Policy Guideline #12 as the tenant has provided insufficient evidence to prove that the address of the landlord is the business address of the company named as the respondent landlord.

Both parties have a right to a fair hearing and the landlord would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing. Although

the registered mail package was signed for by KCL, there is no evidence before me that supports that KCL is an agent for the named respondent landlord company. Therefore, I **dismiss** the tenant's application **with leave to reapply**. I note this decision does not extend any applicable time limits under the *Act*.

Conclusion

The tenant'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: January 9, 2014

Residential Tenancy Branch

