



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction and Preliminary Matter**

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for a monetary order for unpaid rent and utilities and to recover the filing fee.

The landlord attended; the tenant did not attend the telephone conference call hearing.

At the outset of the hearing, I asked the landlord which address she used to serve the tenant with her application and Notice of Hearing, and she replied that she sent the tenant her application and Notice of Hearing via registered mail, using the address the tenant sent her in a text message communication.

The landlord did not provide a copy of the text message communication.

I additionally asked the landlord if the tenant collected the registered mail and she replied that she did not know.

### **Analysis and Conclusion**

Section 89(1) of the Residential Tenancy Act requires that an application for dispute resolution be served upon the respondent (the tenant in this case) by leaving it with the person, by sending a copy by registered mail to the address at which the person resides or if a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant.

In the case before me, I find that the landlord failed to provide sufficient evidence that the address she used for service of her application and notice of hearing by registered mail was the address at which the tenant resided or was a forwarding address provided by the tenant.

Under section 88 of the Act, text message is not recognized as an acceptable method of delivery of documents and I therefore cannot determine if the tenant provided his written forwarding address as required by the Act. I also had no other independent proof that the service address used by the landlord was in fact the tenant's address.

I therefore find the landlord submitted insufficient evidence that she served the tenant her application for dispute resolution and notice of this hearing in a manner required by the Act and as a result, I dismiss the landlord's application, with leave to reapply.

Leave to reapply does not extend any applicable time limitation deadlines.

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* and is being mailed to both the applicant and the respondent.

Dated: May 6, 2014

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Residential Tenancy Branch

