



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlord on August 8, 2016. The Landlord filed seeking a Monetary Order for: damage to the unit site or property; to keep all or part of the security and/or pet deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee.

The hearing was conducted via teleconference and was attended by the Landlord. No one appeared on behalf of the respondent Tenant.

Issue(s) to be Decided

Has the Landlord proven the Tenant has been sufficiently served notice of this proceeding?

Background and Evidence

At the outset of this proceeding the Landlord stated she served the Tenant with her application for Dispute Resolution and the Notice of hearing when she pushed them through the mail slot at the Tenant's in-law's home.

Analysis

Section 89(1) of the Act stipulates that an application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) 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;

- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (e) as ordered by the director under section 71 (1) [*director's orders: delivery and service of documents*].

In the absence of the respondent Tenant, the applicant Landlord bears the burden of proof that service of the application and hearing documents were completed in accordance with the *Act*. The Landlord was not able to prove service was conducted by a method provided for by section 89(1) of the *Act*, as leaving it in the mailbox or in the mail slot at someone else's residence is not an approved method of service.

To find in favour of an application, I must be satisfied that the rights of all parties have been upheld by ensuring the parties have been given proper notice to be able to defend their rights. As I have found service was not conducted in accordance with the *Act*, I dismiss the Landlord's application, with leave to reapply. This dismissal does not extend any time limits set forth in the *Residential Tenancy Act*.

Conclusion

The Landlord's was not able to prove service of the application and hearing documents and the application was dismissed, with leave to reapply.

This decision is final, legally binding, 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: February 09, 2017

Residential Tenancy Branch