



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction and Preliminary Matters

On June 19, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord attended the conference call hearing; however, the Tenant did not attend at any time during the 32-minute hearing. The Landlord testified that she served the Tenant with the Notice of Hearing by sending it via registered mail on June 21, 2018 to the Tenant’s place of work. The Landlord stated that the package was delivered and signed for by someone other than the Tenant.

Analysis

Section 89 of the Act sets out the required methods for the service of Applications for Dispute Resolution/Notice of Hearing documents. I find that the way the Landlord attempted to serve the Notice of Hearing does not fall under any of those methods.

Section 71 of the Act authorizes an Arbitrator to order that a document not served in accordance with Section 89, is served for the purposes of the Act. Policy Guideline #12 provides assistance when considering substituted service:

An application for substituted service may be made at the time of filing the application for dispute resolution or at a time after filing. The party applying for substituted service must be able to demonstrate two things: That the party to be served cannot be served by any of the methods permitted under the Legislation, and that there is a reasonable expectation

that the party being served will receive the documents by the method requested.

When I consider that the Tenant did not personally sign for the Notice of Hearing package that was sent to his workplace via registered mail on June 21, 2018, and that the Landlord had an option of leaving a copy of the Notice of Hearing with the Tenant (serving it in person), which is a method permitted under the Legislation, I find that the Tenant was not properly served pursuant to Section 89 of the Act and that I cannot authorize service pursuant to Section 71 of the Act.

I find that the Landlord failed to provide sufficient evidence that the Tenant was properly served the Notice of Hearing and as a result, I dismiss the Landlord's Application with leave to reapply.

Conclusion

I dismiss the Landlord's Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the Legislation. I have not made any findings of fact or law with respect to the Application.

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: October 04, 2018

Residential Tenancy Branch