



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, MNETC**

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on September 23, 2021 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- Monetary compensation relating to a Two Month Notice to End Tenancy for Landlord's Use of the Property; and
- a monetary order for damage or compensation.

The hearing was scheduled for 1:30PM on May 17, 2022 as a teleconference hearing. Only the Tenant appeared at the hearing. No one called in for the Landlord. The conference call line remained open and was monitored for 10 minutes before the call ended.

At the start of the hearing, the Tenant stated that he was unsure of the Landlord's address for service and does not have the Landlord's email. The Tenant stated that he has not served the Landlord with the Notice of Hearing.

Analysis – Service of Tenant's Application

Section 89 of the *Act* establishes the following Special rules for certain documents, which include an application for dispute resolution:

89(1) An application for dispute resolution,...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 document]...*

The Tenant has not served the Landlord in a manner required by section 89(1) of the *Act*. I am not satisfied that the Landlord was properly served with the Tenant's Application for dispute resolution, or documentary evidence. As such, the Tenant's Application is dismissed with leave to reapply.

Conclusion

I dismiss the Tenant's Application with leave to reapply. Leave to reapply does not extend any deadlines established pursuant to the *Act*.

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: May 17, 2022

Residential Tenancy Branch