



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to restrict the Landlord's real estate agent from having a key to rental property that is currently listed for sale.

The Tenant appeared at the teleconference hearing and provided affirmed testimony.

### Issue(s) to be Decided

1. Has the Landlord or his Agent breached the *Residential Tenancy Act*, regulation or tenancy agreement?
2. If so, has the Tenant met the burden of proof to have conditions set on the Landlord's Agent having a key to the rental property?

### Background and Evidence

The Tenant testified she served the Landlord with the Notice of Dispute Resolution hearing documents via courier. She could not provide testimony to the exact date the hearing documents were sent and she could not affirm that the documents were delivered to the Landlord. She confirmed that she did not request proof of delivery or require the Landlord to sign for the documents. She advised the courier company attempted to contact her a couple of times however she was not able to get back to them to determine why they were calling her.

### Analysis

In the absence of the responded Landlord the applicant Tenant bears the burden to prove service of the hearing documents was effected in accordance with the *Residential Tenancy Act*.

The Tenant could not provide testimony to confirm when and how the hearing documents were served; therefore I find there to be insufficient evidence to prove that

service of the Notices of Dispute Resolution were effected in accordance with Section 89 of the *Residential Tenancy Act*.

To find in favour of an application for dispute resolution, 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 the service of documents not to have been effected in accordance with the *Act*, I dismiss the Tenant's claim, with leave to reapply.

Conclusion

**I HEREBY DISMISS** the Tenant's claim, with leave to reapply.

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: June 15, 2011.

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Residential Tenancy Branch