



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes MNDC, OLC, FP, RR

This hearing was to deal with an application by the tenant for orders compelling the landlord to comply with the act, regulation, or tenancy agreement and to make required repairs to the rental unit; allowing the tenant to reduce the rent for repairs, services or facilities agreed upon but not provided; and awarding the tenant compensation for damage or loss under the Act, regulation or tenancy agreement. A representative of the strata management company appeared; the landlord did not.

The tenant stated that one of the issues facing him was that he only had telephone and e-mail information for the landlord, neither of which are permitted means of service under the *Residential Tenancy Act*, and he did not have a home, business or mailing address for the landlord at which documents could be served. He named the strata management company as a party to the application and left the landlord's copy of the Application for Dispute Resolution and Notice of Hearing with the strata management company in an effort to make contact with the landlord and/or obtain her mailing address. The strata management company did not provide the tenant with the landlord's personal information but it did forward the documents to the landlord. Since then the landlord has provided the tenant with a copy of the tenancy agreement, which does contain address information for the landlord.

It was acknowledged by the tenant in the hearing that the strata management company was not his landlord that service of documents on the strata management company is not effective service on the landlord. Accordingly, an order was made removing the strata management company as party to this application. The representative of the strata management company then left the hearing.

The tenant advised that he had sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail on June 4, 2013. Pursuant to section 90, those items are deemed received by the landlord on June 10.

June 10 is outside the three day time limit imposed by section 59(3). However, in light of the circumstances of this case, I made an order pursuant to that section, specifying

that the time limit for serving the application for dispute resolution was extended to June 10, 2013.

The deemed receipt date does not allow five days between the date of service and the date of the hearing. The delay in service of the application for dispute resolution, notice of hearing, and tenant's evidence package was not caused by any negligence or wrongdoing on the part of the tenant, however, proceeding with the hearing when the documents had not been received, or deemed received, by the landlord within the time required, may result in a breach of the principles of natural justice. Accordingly, and with the consent of the tenant, I ordered that the hearing of this matter be adjourned to allow the landlord time to review the tenant's application and file any evidence in response, if desired.

The parties will receive a Notice of Adjourned Hearing from the Residential Tenancy Branch.

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 17, 2013

Residential Tenancy Branch