



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Porte Realty Ltd.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPR MNR MNSD MNDC FF

### Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution, seeking an order of possession for unpaid rent or utilities, a monetary order for unpaid rent or utilities, to keep all or part of the pet damage deposit or security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

An agent for the landlord (the "agent") attended the hearing. As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") was considered. The agent first testified that the Notice of Hearing was served by posting to the tenant's door. The agent then changed her testimony by stating that she served the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") by posting to the tenant's door and that she served the tenants the Notice of Hearing personally at the rental unit on July 11, 2013 at 2:00 p.m. The agent testified that she did not have a witness present when she served the tenants in person at the rental unit and that she did not include evidence when she served the tenants. The agent then changed her testimony by stating that she did include evidence when she served the tenants on July 11, 2013.

Both the tenants and the landlord have a right to a fair hearing. The tenants would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing. Based on the agent changing her testimony several times during the seventeen minute hearing, I am not satisfied that the tenants were served with the Notice of Hearing. Therefore, **I dismiss** the landlord's application **with leave to reapply**. I note this decision does not extend any applicable time limits under the *Act*.

### Conclusion

The landlord's application is dismissed with leave to reapply due to as service issue.

This decision does not extend any applicable time limits under the *Act*.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: August 14, 2013

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Residential Tenancy Branch

