



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Complete Residential Property Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

MNDC, MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent/loss of revenue; for compensation for damage to the rental unit; and to retain all or part of the security deposit?

### Background and Evidence

The Agent for the Landlord stated that the Application for Dispute Resolution and the Notice of Hearing were personally served to the Tenant on November 20, 2013. She stated that they were served by a former agent for the Landlord, who is not available to participate in this hearing.

### Analysis

The purpose of serving the Application for Dispute Resolution and the Notice of Hearing to tenants is to notify them that a dispute resolution proceeding has been initiated and to give them the opportunity to respond to the claims being made by the landlord. When a landlord files an Application for Dispute Resolution in which the landlord has applied for a monetary Order, the landlord has the burden of proving that the tenant was served with the Application for Dispute Resolution in compliance with section 89(1) of the *Residential Tenancy Act (Act)*.

I find that the Landlord has submitted insufficient evidence to show that the Tenant was personally served with the Application for Dispute Resolution and the Notice of Hearing.

In reaching this conclusion I was heavily influenced by the fact that the individual who allegedly served the documents was not available to testify and by the absence of documentary evidence, such as a signed proof of service, that indicates she served them.

I find that the hearsay evidence regarding service that was provided by the Agent for the Landlord is insufficient, given the frailties of hearsay evidence.

### Conclusion

As the Landlord has failed to prove that the Tenant was served with the Application for Dispute Resolution, the Application was dismissed 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: March 11, 2014

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Residential Tenancy Branch

