



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, OPB, MNR, MNDC, MNSD

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent or utilities– Section 67;
3. A Monetary Order for compensation – Section 67; and
4. An Order for the retention of the security deposit – Section 38.
- 5.

At the commencement of the hearing at 10:30 a.m. the Tenants had yet to appear. The Landlord was present and gave evidence that the Tenants were each served with the application for dispute resolution and notice of hearing on March 23, 2014 by registered mail. The Landlord also gave evidence that the Tenants had been served in person with a one month notice to end tenancy for cause (the “Notice”) on March 8, 2014.

The Tenants appeared at this point and upon reviewing the evidence of the service of the Notice, the Tenant interjected and stated that no Notice had been served on the Tenants. The Tenants stated that on March 23, 2014 they did receive a package but that it contained only a notice of hearing and fact sheet. The Tenants state that no evidence package had been provided by the Landlord. The Tenants state that they called the Landlord on March 24, 2014 to enquire about the Hearing and that the Landlord told them the Hearing was in relation to storage and laundry services that had been removed by the Landlord on March 20, 2014.

The Landlord then stated that the application and notice of hearing was provided to each Tenant in person by registered mail on March 21, 2013. The Landlord stated that

the receipt for this registered mail was provided in the evidence package submitted to the Residential Tenancy Branch. The Landlord stated that the evidence package was sent to the Tenants by registered mail on March 23, 2014. The Landlord states that he had witnesses for the service of the Notice and it is noted that no affidavits of service were provided by the Landlord.

The burden of proof lies with the party making the claims, including proof that service was carried out as required under the Act. Given the lack of witness evidence of service and the conflicting or confused evidence of service from the Landlord and considering the Tenants' evidence of no notice and no service, I find that the Landlord has not substantiated on a balance of probabilities that service has been accomplished as required under the Act.

I therefore dismiss the Landlord's application 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: May 07, 2014

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Residential Tenancy Branch

