



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR 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, and to recover the filing fee.

The landlord and a friend of the landlord (the "landlord friend") attended the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence was considered. The landlord's friend stated that she would be speaking for the landlord as the landlord had difficulty with the English language. The landlord's friend first testified that the Notice of Hearing, Application and documentary evidence was served personally by the landlord on the tenant on June 4, 2014, and then later changed her testimony by stating that the landlord was incorrect, and stated that the landlord served the tenant personally on May 4, 2014. The landlord's friend then changed her testimony again by stating that the landlord served the tenant personally and without a witness present on May 13, 2014, at 7:30 p.m. at the rental unit.

The landlord's friend later testified that the landlord was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the "10 Day Notice") on May 4, 2014 in-person at 6:30 p.m., which conflicts with the landlord's documentary evidence.

Based on the above, and taking into account that the tenant did not attend the hearing, **I am not satisfied** that the tenant was sufficiently served with the Notice of Hearing and Application under the *Act*. I have reached this decision after considering the fact that the landlord's friend asked the landlord and was provided three different versions on how the tenant was served with the Notice of Hearing and Application.

Both parties have a right to a fair hearing and the tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and Application. 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 a 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 written in the Punjabi and English language.

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: July 3, 2014

Residential Tenancy Branch

