



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RPP, MNDC

### Introduction, Procedural and Preliminary Matters

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant applied for an order requiring the landlord to return the tenant's personal possessions and a monetary order for money owed or compensation for damage or loss.

The tenant attended the telephone conference call hearing; the landlord did not attend.

At the beginning of the hearing, I asked the tenant the manner in which he served the respondent/landlord with his application and hearing package, which included a notice of this hearing, and he replied the "access centre" did so. The tenant then stated that his brother-in-law, "CS", served someone with the first name "J" with his application and notice of hearing. I note that J was not listed as the respondent/landlord and the tenant explained that J worked for the landlord.

As CS was not in attendance at the hearing, I asked if CS was available to phone into the telephone conference call hearing and provide his testimony. The tenant said he was and would send CS a text message to telephone into the hearing. This occurred at 19 minutes into the hearing. I then could no longer hear the tenant, as he was not responding, and at 24 minutes into the hearing. The tenant exited the hearing, without CS calling into the hearing, and I concluded the hearing.

### Analysis and Conclusion

Section 89(1) of the Act requires that an application for dispute resolution be served upon the respondent (the landlord in this case) by leaving it with the person, if the person is a landlord, by leaving a copy with an agent of the landlord, or by sending a copy by registered mail to the address to the address at which the person carries on business as a landlord.

Section 3.5 of the Dispute Resolution Rules of Procedure (Rules) requires an applicant to be prepared to demonstrate to the satisfaction of the Arbitrator that each respondent was served with the hearing package and all evidence, as required by the Act.

In this case, as the person who was said to have delivered the tenant's application and hearing package was not available for the hearing nor submitted an affidavit or written proof of the date and time he served the landlord, I was not satisfied that the landlord was served in accordance with the Act.

I therefore find that the tenant failed to submitted sufficient evidence that he complied with section 89(1) of the Act regarding service of his application to the respondent and, as a result, I dismiss the tenant's application, with leave to reapply.

Leave to reapply is not an extension of any applicable time limitation deadlines.

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 12, 2015

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Residential Tenancy Branch

