



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for loss under the *Act*.

The tenant stated that she served the landlord with the notice of hearing by registered mail on May 07, 2015. The tenant stated that she had mailed the package to the landlord's agent. On June 02, 2015, the agent wrote a letter to the tenant and sent a copy to the Residential Tenancy Branch stating that he no longer represented the landlord. The agent provided the tenant with the name and address of the landlord.

The tenant stated that she did not recognize the name and therefore she did not follow up on the note sent to her by landlord's agent.

The landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue to be Decided

Was the landlord served with the notice of hearing? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on October 01, 2012. The monthly rent was \$1,750.00 due on the first of each month. On November 30, 2014, the landlord served the tenant with a notice to end tenancy for landlord's use of property. The reason for the notice was that the landlord intended to move into the rental unit.

The notice to end tenancy was served in the proper format which consists of two pages. The notice was signed by the landlord/owner of the property and the service address for the landlord was noted on the form.

The tenant stated that she did not recognise the name of the landlord as indicated on the notice to end tenancy, as she dealt solely with the landlord's agent. The tenant stated that for this reason she named the landlord's agent as the respondent in this matter and mailed the notice of hearing to him.

The agent informed the tenant on June 02, 2015 that she was required to name the landlord on her application and serve him with the notice of hearing. The agent provided the landlord's address which matched the one noted on the notice to end tenancy.

Despite having been informed that the landlord had not been notified of the hearing the tenant took no steps to send the landlord a notice of hearing.

Analysis

Section 88 and section 89 of the *Residential Tenancy Act* address how to give or serve documents.

The purpose of serving a notice of hearing under the Legislation is to notify the person being served of matters relating to arbitration. The landlord is entitled to have an opportunity to be heard at the hearing.

Based on the testimony of the tenant I am not satisfied that the notice of hearing was served to the landlord in accordance with sections 88 and 89 of the *Act*.

Conclusion

The tenant's application is 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: October 14, 2015

Residential Tenancy Branch

