



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant did not attend this hearing, which lasted approximately 9 minutes. The landlord's agent TV ("landlord") attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property manager and managing broker for the landlord company named in this application and that she had authority to speak on its behalf as an agent at this hearing. The landlord called in late at 2:31 p.m., when the conference was scheduled to begin at 2:30 p.m.

### Preliminary Issue – Service of Landlord's Application

The landlord testified that the two tenants were served with the landlord's application for dispute resolution hearing package ("Application") by way of registered mail on January 20, 2016. The landlord provided two Canada Post receipts and tracking numbers with its Application.

The landlord testified that the tenants were served with the landlord's Application at an address provided by one of the tenants, ML, who is a consignor for the other tenant, VC, on the tenancy agreement. She stated that the address was given in a rental

application, prior to the tenancy agreement signing in March 2015, and in an email. Neither of the two documents was provided for this hearing.

Section 89(1) of the *Act* outlines the methods of service for an application for dispute resolution, which reads in part as follows (emphasis added):

*89 (1) An application for dispute resolution ..., when required to be given to one party by another, must be given in one of the following ways:*

*(a) by leaving a copy with the person;...*

*(c) by sending a copy by registered mail to the **address at which the person resides** or, if the person is a landlord, to the address at which the person carries on business as a landlord;*

*(d) if the person is a tenant, by sending a copy by registered mail to a **forwarding address provided by the tenant;***

*(e) as ordered by the director under section 71 (1) [director's orders: delivery and service of documents].*

I find that the landlord failed to provide sufficient evidence that the tenants were served with the landlord's Application at an address at which both tenants reside or a forwarding address provided by the tenants, in accordance with section 89(1) of the *Act*. The tenants did not attend this hearing. The landlord did not provide documentary evidence that the tenants provided this address to the landlord to use for service. The address was obtained prior to March 2015. The landlord's Application was filed in January 2016.

As the landlord failed to prove service in accordance with section 89(1) of the *Act*, I find that the tenants were not served with the landlord's Application.

#### Preliminary Issue – Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the RTB *Rules of Procedure* states the following:

##### *Interruptions and inappropriate behaviour at the dispute resolution hearing*

*Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.*

At the hearing, I advised the landlord that I was dismissing the landlord's entire application with leave to reapply, except for the recovery of the filing fee. I notified the landlord that she would be required to file a new application if she wished to pursue orders against the tenants. I also told the landlord that she would be required to prove service, including documentary evidence where possible, regarding how she obtained the tenants' address, at the next hearing.

Throughout this hearing and particularly when giving my oral reasons, the landlord became increasingly upset and repeatedly interrupted me. I warned the landlord about her conduct and the fact that it was inappropriate. However, the landlord continued with the same behaviour, despite my warnings. While issuing my reasons, the landlord intentionally disconnected from the conference at 2:38 p.m. The landlord did not call back so I ended the conference at 2:39 p.m.

I caution the landlord not to engage in the same behaviour at any future hearings at the Residential Tenancy Branch ("RTB"), as this behaviour will not be tolerated and she may be excluded from future hearings. In that case, a decision will be made in the absence of the landlord.

### Conclusion

The landlord's Application to recover the filing fee is dismissed without leave to reapply.

The remainder of the landlord'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: September 08, 2016

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Residential Tenancy Branch