



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O

Introduction

This hearing was scheduled to deal with a tenant's application for a Monetary Order in the amount of \$25,000.00 for compensation for installing hydro, water, and septic services and buildings on the property. The tenant subsequently filed an Amendment seeking to increase his monetary claim by a further \$3,596.30 with respect to costs and losses related to termination of hydro and to seek an order to suspend the landlord's right to access the property. The landlord did not appear at the hearing or file any response.

As to service of the tenant's original application the tenant testified that he served the landlord in person. The tenant could not recall the date of service with any accuracy and in the process provided me with a number of different dates. I found the varying testimony did not satisfy me as to service upon the landlord. As the tenant was informed during the hearing, when a respondent does not appear at a hearing the applicant bears the burden to prove to the Arbitrator's satisfaction that service occurred in a manner that complies with the Act. Accordingly, the applicant must be prepared to at least provide the date of service, the method of service, and where service occurred.

As to the tenant's Amendment, I found that it was served too late to be considered as part of this proceeding. The tenant testified that he sent the Amendment to the landlord via registered mail on September 6, 2016. An Amendment must be received by the respondent no less than 14 days before the hearing and I found that putting an Amendment in the mail 14 days before the hearing would be insufficient to meet the tenant's deadline for serving an Amendment. Of further note is that the tenant sought to increase his monetary claim to an amount greater than the statutory limit of \$25,000.00 which I cannot consider.

In light of all of the above, I declined to proceed with the original claim or the Amendment due to insufficient service or proof of service.

The tenant indicated that he seeks restoration of the hydro service at the property on an emergency basis. The tenant was informed of his right to seek emergency repairs, among other remedies, by making another application.

Conclusion

The tenant's Application, including the Amendment, was 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 20, 2016

Residential Tenancy Branch

