



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR OPC MND MNR MNSD MNDC FF

Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for an order of possession for unpaid rent or utilities and for cause, for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, to retain all or a portion of the tenant's security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord and a witness for the landlord attended the teleconference hearing. The tenant did not attend the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that he did not serve the tenant, but that his witness, T.K. did serve the tenant and provided a date, time and location of where service was completed in person. The witness was permitted to testify after being affirmed and the witness was unable to provide a specific date of service and could not recall which month the tenant was served by stating "March or April". The tenant was unable to provide a specific time or service or what specific documents were served on the tenant. Furthermore, there was no documentary evidence on the landlord's original file to support the landlord's application. In addition, there was no proof of service document submitted in evidence. The witness stated under oath that that he was only advised thirty seconds ago that he would have to testify and that he did not have his documents in front of him to confirm the details.

Both parties have the right to a fair hearing. The tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and Application. Based on the testimony before me, **I dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenant has been sufficiently served

with the Notice of Hearing and Application in a manner provided for under the *Act*. 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*.

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: October 18, 2016

Residential Tenancy Branch

