



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRIDGEMAN CONSTRUCTION LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD FF

Introduction and Preliminary Matters

This hearing dealt with the tenant's Application for Dispute Resolution (the "application") under the *Residential Tenancy Act* (the "Act") for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for the return of double the security deposit and pet damage deposit, and to recover the cost of the filing fee.

The tenant attended the hearing. The landlord did not attend the hearing. As the landlord 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") were considered. The tenant testified that the Notice of Hearing and Application was served by registered mail, however, did not provide any documentary evidence in accordance with the Rules of Procedure.

The tenant submitted late documentary evidence on October 16, 2017 and the hearing was held on October 19, 2017. The late submission of documentary evidence is contrary to Rule 3.14 of the Residential Tenancy Branch Rules of Procedure (the "Rules"). Rule 3.14 clearly indicates that documentary evidence must be received not less than 14 days before the hearing. The tenant then asked for an adjournment to give her time to submit her evidence as her mother is in intensive care in the hospital. The tenant was advised that due to the package not making reference to her mother being in the hospital or any other reason for the reason for submitting late evidence when the application was filed on May 12, 2017, that the documentary evidence submitted on October 16, 2017 was being excluded in full as I find that it would be prejudicial to the other party. I also deny the tenant's request for an adjournment as I find that such would be prejudicial to the landlord due to service issues which will be addressed below. I note that prejudice to the other party is one of the considerations under Rule 7.9 which set out the criteria for adjournments.

In addition to the above, the tenant has claimed for \$5,100.00 from the landlord and yet has failed to provide any documentary evidence that a tenancy agreement exists between the parties and that the address listed for the landlord is the service address listed on a tenancy agreement.

Analysis

Based on the respondent landlord not attending the hearing and the lack of supporting documentary evidence, I am not satisfied that the landlord has been sufficiently served under the *Act* and that the tenant has provided sufficient evidence that a tenancy relationship exists between the parties. Both parties have the right to a fair hearing. The respondent would not be aware of the hearing and the reason for the hearing without having received the Notice of Hearing and Application. Therefore, **I dismiss** the tenant's application **with leave to reapply** as I am not satisfied that the respondent has been sufficiently served with the Notice of Hearing and Application. I note this decision does not extend any applicable time limits under the *Act*.

Conclusion

The tenant'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*.

I do not grant the recovery of the cost of the filing fee due to a service issue.

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 20, 2017

Residential Tenancy Branch