



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RE/MAX CHECK REALTY  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MND MNSD

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act") for a monetary claim in the amount of \$1,344.50 for damages to the unit, site or property, and to retain the tenant's security deposit and/or pet damage deposit.

Landlord agent K.I. ("agent") attended the teleconference hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application, and documentary evidence were considered. The agent testified that the landlord hired a "Jack" through a collection agency who had tracked down the tenant but later confirmed that the landlord did not submit any of the collection agency documents in evidence to support that service had occurred; including when and where service occurred and in what method.

Based on the above, and taking into account that the tenant did not attend the hearing, **I am not satisfied** that the tenant was sufficiently served with the Notice of Hearing, application and documentary evidence under the *Act*. I have reached this decision after considering the fact that the landlord has not submitted any supporting documentary evidence or witness testimony from the collection agency that the agent claims served the tenant.

Both parties have a right to a fair hearing and the tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and application. Therefore, **I dismiss** the landlord's application **with leave to reapply**. 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: January 23, 2018

---

Residential Tenancy Branch