



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Singla Bros. Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD MND FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on April 17, 2018. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit and for damage or loss under the Act;
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and,
- to recover the cost of the filing fee.

The Landlord had an agent, A.W. attend the hearing on their behalf (referred to as the Landlord). The Tenant did not attend the hearing.

During the hearing, the Landlord testified that she is the new property manager and has limited knowledge of what occurred with this particular tenancy. The Landlord stated that she only had a few notes left in the Tenant's file from the previous property manager, and did not have any first-hand knowledge of what transpired. The Landlord stated that the previous property manager served the Tenant, in person, with the Notice of Hearing and evidence on September 15, 2017.

During the hearing I pointed out that the Notice of Hearing was not made available by our office until September 21, 2017, and that it would not have been possible to serve the Notice of Hearing on September 15, 2017, as she had initially stated. The Landlord then changed her answer and stated that the Notice of Hearing was served to the Tenant on September 21, 2017. The Landlord did not provide any further proof of service documentation or any third party witness statements.

After considering the totality of the information, I find the Landlord's evidence on this point lacks internal consistency and is not sufficiently reliable, without further proof of service, such that I could be satisfied that the Notice of Hearing was served to the

Tenant. In summary, I am not satisfied the Landlord has sufficiently served the Tenant with the Notice of Hearing. As such, I dismiss the Landlord's application, in full, with leave to reapply.

Further, I do not have sufficient information before me to make any determinations with respect to the return of the security deposit, or the Landlord's right to retain it. This aspect of the Landlord's application is also dismissed with leave to reapply. However, it is important to note that any statutory deadlines with respect to the return of the security deposit or any other provisions of the Act, are not extended.

### Conclusion

The Landlord's application is dismissed, in full, with leave to reapply.

This does not extend any statutory deadlines the Landlord must meet.

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: April 19, 2018

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Residential Tenancy Branch