



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenants: CNL ERP LRE FFT  
For the landlord: OPR OPL MNRL

### Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution (“applications”) under the *Residential Tenancy Act* (“Act”). The landlord applied for an order of possession based on a 10 Day Notice for Unpaid Rent or Utilities, for an order of possession based on a 2 Month Notice to End Tenancy for Landlord’s Use of Property (“2 Month Notice”), and for a monetary order in the amount of \$860.00 for unpaid rent or utilities. The tenants applied to cancel a 2 Month Notice, for emergency repairs to the unit, site or property for health or safety reasons, for an order to restrict or set limits on the landlord’s right to enter the rental unit, site or property, and to recover the cost of the filing fee.

The landlord and an agent for the landlord (“agent”) attended the teleconference hearing. The tenants did not attend the hearing. As the tenants did not attend the hearing, their application was **dismissed without leave to reapply** after the 10 minute waiting period had elapsed. The hearing lasted 13 minutes and the conference call system was monitored throughout that time. I confirmed that only the landlord, landlord agent and I were the only person to call into the teleconference hearing. I also confirmed that the date and time of the hearing, June 14, 2018 at 11:00 a.m. Pacific Time matched the Notice of Dispute Resolution Hearing (“Notice of Hearing”) document which both parties were provided when they filed their respective applications. I also confirmed that the teleconference access codes were correct on the Notice of Hearing.

Based on the above, the hearing continued with the landlord’s application only.

### Preliminary and Procedural Matters

The landlord confirmed that they did not have an email address at the outset of the hearing and as a result, the landlord was advised that the decision would be sent to the landlord by regular mail. As the tenants provided two email addresses on their application the decision will be sent to both email addresses for the tenants listed on their application.

The landlord and agent testified under oath that the tenants vacated the rental unit on or about May 30, 2018 and that the rental unit keys and possession of the rental unit have been returned to the landlord by the tenants. As a result, the landlord stated that the landlord was no longer seeking an order of possession.

Given the above, the hearing continued with consideration of the landlord's monetary claim only. The landlord and agent affirmed that the tenant was served on May 10, 2018 with the Notice of Hearing and application by posting to the tenants' door.

### Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

As the tenants did not attend the hearing to present the merits of their application, I **dismiss** their application in full without leave to reapply.

Regarding the landlord's monetary claim, section 89(1) of the *Act* does not provide for service of the Notice of Hearing and application for monetary claims by posting to the respondent's door. As a result, I find the landlord has not served the tenants in a method that is provided for under the *Act*.

Both parties have a right to a fair hearing and I find the landlords have not served the tenants in a method that is provided for under the *Act*. 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 tenants' application is dismissed without leave to reapply.

The landlord's application for monetary compensation is dismissed with leave to reapply.

This decision does not extend any applicable timelines 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: June 14, 2018

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Residential Tenancy Branch