



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUTTON PROPERTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRT, MNDCT, MNSD, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for the cost of emergency repairs and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of the security deposit, pursuant to section 38;
- authorization to recover the filing fee for this application, pursuant to section 38.

The landlord did not attend this hearing, which lasted approximately 14 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Preliminary Issue – Service of the Tenant's Application

The tenant testified that she did not know whether she served the landlord with her application for dispute resolution hearing package. She said that she had a previous hearing at the RTB and she may have served that application to the landlord. She said that she did not know what documents were served, if any, when she served them and how she served them to the landlord. The landlord did not attend this hearing to confirm receipt of the tenant's application. Accordingly, I find that the tenant failed to prove service in accordance with section 89(1) of the *Act* and the landlord was not served with the tenant's application.

At the hearing, I informed the tenant that I was dismissing her application with leave to reapply, except for the filing fee. I notified her that she would be required to file a new application and pay a new filing fee if she wished to pursue her monetary claims. I

cautioned her that she would have to prove service at the next hearing, including specific evidence regarding the date, method and proof of service.

When I provided her with my decision, the tenant complained that she was being treated unfairly and she was unhappy with my decision. She said that she read online that it was up to the Arbitrator at the hearing whether she had to serve her application to the landlord or not. I informed her that she is required to serve her application to the landlord as per section 89 of the *Act*, in order for the landlord to have notice of this hearing, regardless of whether the landlord wanted to attend or not. The tenant stated that the two individual landlords were criminals and she obtained a restraining order against them so she did not want to deal with them or give them her personal information. I notified her that she could have an agent file her application, serve the landlord and attend this hearing on her behalf, if she wanted to do so.

The tenant continued to allege that the RTB was not “humanitarian,” that she was not given a “fair trial,” that she was being treated poorly, and that she paid a filing fee so the hearing should have proceeded today. The tenant used profanity to describe the way she felt she was being treated. I repeatedly notified the tenant that I could not proceed today given that I could not confirm that the landlord had notice of her application or this hearing. I answered a number of questions and comments for the tenant. After obtaining her contact information to send her this decision, I ended the conference and thanked the tenant for attending.

Conclusion

The tenant’s application to recover the \$100.00 filing fee is dismissed without leave to reapply. The remainder of the tenant’s application is dismissed with leave to reapply.

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: September 19, 2018

Residential Tenancy Branch