



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

The landlord filed an application for dispute resolution on June 11, 2018, pursuant to section 59 of the *Residential Tenancy Act* (the “Act”). The landlord sought the following relief under sections 67 and 72(1) of the Act:

1. a monetary order for compensation in the amount of \$5,000.00, in relation to the following claim, as submitted by the landlord: “TENANT REMOVED ALL FURNISHING SUITE , LEFT 4 TRUCK LOADS OF GARBAGE DAMAGED THE FLOOR WITH WATER FROM HER FISH TANKS ALSO DAMAGED THE DOOR . LEFT 5TH WHEEL TRAILER ON LAWN.FLOODED THE SHOP BELOW WICH CASED CEILING DAMAGE” [sic];
2. a monetary order for compensation in the amount of \$2,500.00, in relation to the following claim, as submitted by the landlord: “FURNITURE WAS TAKEN FROM MY SUITE.”; and,
3. a monetary order for compensation in the amount of \$100.00 for recovery of the filing fee.

This is my decision in respect of the landlord’s application.

A dispute resolution hearing was convened on October 9, 2018 and the tenant attended. The landlord did not attend.

As noted above, the landlord applied for dispute resolution on June 11, 2018. On June 13, 2018, the Residential Tenancy Branch (the "Branch") requested that the landlord update the respondent's address information on the application. According to Branch files, the landlord was emailed Notice of Dispute Resolution Hearing documents (the "Notice") on June 25, 2018 and was to serve them on the tenant by June 28, 2018, pursuant to Rule 3.1 of the Rules of Procedure, under the Act.

Further, according to Branch file information, on September 19, 2018, the tenant telephoned the Branch and advised that that the Notice documents "were just received."

The tenant corroborated the Branch file information and testified that she did not receive the Notice until the above-noted date in September 2018, and remarked that the landlord "served" her by leaving the Notice in a yellow envelope placed on the tenant's former employer's work truck. If it were not for the tenant's former employer calling her and telling her about the Notice, she would not have been aware of the landlord's application.

I find that the landlord failed to serve a copy of the Notice in compliance with either the Rules of Evidence or pursuant to section 89 of the Act.

Issues

1. Is the landlord entitled to a monetary order for compensation or damage?
2. Is the landlord entitled to a monetary order for compensation?
3. Is the landlord entitled to a monetary order for recovery of the filing fee?

Background and Evidence

The dispute resolution hearing commenced at 1:30 p.m. (Pacific Standard Time) on October 9, 2018. The tenant was in attendance, and remained in attendance until I ended the hearing shortly after 1:40 p.m. The landlord failed to appear during the hearing.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

The landlord did not appear at the hearing to prove his case as alleged in the application notice.

Therefore, I dismiss the landlord's application, in its entirety, without leave to reapply.

Conclusion

I hereby dismiss the landlord's application, in its entirety, without leave to reapply.

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 Act.

Dated: October 9, 2018

Residential Tenancy Branch