



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MND, FF

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

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The landlord and his agent attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlord stated that the tenants were served with the notice of hearing package via Canada Post Registered Mail on March 27, 2018. In support of this confirmation the landlord and his agent provided two difference tracking numbers as confirmation (listed on the cover of this decision). Efforts to clarify the landlord's service of the hearing package were unsuccessful. When asked how his package was served on March 27, 2018 via Canada Post, when the application was filed on May 23, 2018. Conflicting and contradictory testimony were provided by the landlord and his agent over the service of the hearing documents. The landlord was adamant that the package was served on March 27, 2018 and reference a different Residential Tenancy Branch File stating a decision was made and that he was seeking an amendment to that application and a correction. The landlord then stated that the package was also served to the tenants in February 2018. The landlord's agent stated that the package was definitely served to the tenants after May 23, 2018, but was unable to provide the date. Extensive discussions took place over a 30 minute period which resulted in the landlord and his agent unable to provide clear particulars over the service of the hearing package to the tenants.

The landlord and his agent have provided conflicting and contradictory evidence over the service of the notice of hearing package and on this basis, I am not satisfied that the tenants were properly served with the dispute resolution package pursuant to sections 89 of the Act. The landlord's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: November 05, 2018

Residential Tenancy Branch