



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNDCL, FFL

Introduction

This matter came to a hearing to deal with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

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

This hearing was reconvened from a hearing which occurred on February 12, 2019. On February 15, 2019, I issued an interim decision (the "**Interim Decision**").

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 11:25 am in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 am. 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. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing.

At the outset of the hearing, the tenant advised me that he had not been sent a copy of the interim decision or notice of reconvened hearing containing the date of the this hearing and the call in codes by the Residential Tenancy Branch (the "**RTB**"). He testified that he had to call into the RTB to obtain a copy of the decision.

Upon being advised of this, I stood the hearing down (while keeping the hearing line open, should the landlord call in), to attempt to determine if the interim decision and notice of reconvened hearing were sent to the parties. I noted that our records in the file

indicated that they were sent to both parties via email, however I could not locate the original email itself during the hearing.

While conducting my investigation during the hearing, it seemed likely that an administrative error had occurred at the RTB, and that neither the interim decision nor notice of reconvened hearing were sent to either party. On this basis, I advised the tenant that I would adjourn the hearing to another date, and issue a second interim decision and notice of reconvened hearing.

However, upon confirming the tenant's email address, I was advised that the email address of the tenant listed on the cover of the first interim decision was incorrect (it was sent to a "Gmail" address instead of a "Yahoo" address). I noted the correct address (and saw that our file had been updated to reflect this after the tenant called in to obtain a copy of the interim decision).

Following the hearing, upon further investigation, I have determined that the interim decision and notice of reconvened hearing were sent to both the landlord and the tenant on February 18, 2019. I have located copies of emails confirming these mailings. The email sent to the tenant was sent an incorrect address (the "Gmail" address, as stated above).

As I have confirmation that the interim decision and notice of reconvened hearing were emailed to the parties, and the only reason the tenant did not receive it was due to error in transcribing his email address, I find that the landlord was properly served with a copy of the interim decision and notice of reconvened hearing, and was aware of the present hearing.

As such, and as the landlord failed to attend the application (and therefore make submissions in support of his application), **I dismiss the landlord's application, without leave to reapply.** I make no findings as to underlying facts of the case.

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: May 02, 2019

Residential Tenancy Branch