



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: MNDCT, MNRT, MNSD, RPP

Introduction

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. A monetary order in the sum of \$30,950
- b. An order for the landlord to pay compensation for emergency repairs which the tenant has paid.
- c. An order that the landlord return personal property

The Landlords failed to appear at the scheduled start of the hearing which was 1:30 p.m. on November 25, 2019. The Tenant was present and ready to proceed. I left the teleconference hearing connection open and did not start the hearing until 10 minutes after the schedule start time in order to enable the landlord to call in. The landlord failed to appear. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I then proceeded with the hearing. The tenant was given a full opportunity to present affirmed testimony, to make submissions and to call witnesses.

On the basis of the solemnly affirmed evidence presented at the hearing a decision has been reached. All of the evidence was carefully considered.

The tenant testified he attempted to serve the Application for Dispute Resolution/Notice of Hearing personally. However, the landlords were not home and he left the Application for Dispute Resolution in the mailbox of the rental property.

The Residential Tenancy Act provides that where a party is seeking a monetary order it must be served either by personal service or by registered mail to where the respondent(s) resides or if the respondent is a tenant by registered mail to the respondent's forwarding address.

I determined the Tenant failed to prove that he has sufficiently served the landlords in accordance with the Residential Tenancy Act.

Accordingly, **I order the application dismissed with liberty to reapply.** I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

The Application for Dispute Resolution alleges that the landlord threw away all of his tools and belongings. The Tenant failed to provide any documentary evidence as to precisely what was thrown away or the value of what was lost.

The parties are encouraged to obtain legal assistance or talk to an information officer at the Residential Tenancy Branch as to what is required to

- properly serve another party (Policy Guideline #12),
- to make a claim for the security deposit
- prove a claim for compensation or loss (Policy #16 Compensation for Damage or Loss)

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 25, 2019

Residential Tenancy Branch