



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFT MNDCT MNRT MNSD RPP**

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant for the return of personal property, for a monetary order for money owed or loss under the Act, to be paid back for the cost of an emergency repair, for the return of the security deposit and to recover the cost of the filing fee.

Both parties appeared.

### **Preliminary and Procedural matters**

At the outset of the hearing the landlord testified that they were not served with the tenant's application, and it was through the Residential Tenancy Branch automatic email reminders that they found out about this matter and submitted their evidence as soon as they could.

The tenant testified that they served the landlord by placing the documents in the mailbox on December 11, 2019, at the service address that was noted in the tenancy agreement.

The landlord stated that the tenant continues to serve documents not at the service address in the tenancy agreement. The landlord stated this has been the subject at previous hearings.

The tenant stated that they would like an adjournment of the hearing so they can properly serve the landlord with their application and submit evidence in support of their application.

In this case, I find the tenant has not complied with section 89 of the Act, as leaving the Application for Dispute Resolution and Notice of Hearing are not permitted to be left in the mailbox. Further, the address used was not the service address for the landlord in the tenancy agreement. The parties have been at multiple hearings, the tenant was clearly aware of the service address, as this issue was raised prior, which I was the Arbitrator.

Further, I find the tenant has not complied with section 59 of the Act, as the full particular of the claim, including a monetary worksheet and all evidence was to be submitted with their application. The tenant did not comply with section 59 of the Act or the Residential Tenancy Branch Rules of Procedures (the "Rules"). The tenant did not submit a monetary worksheet or any evidence in support of their application.

The tenants seeks an adjournment of this matter, I find any adjournment is not appropriate and does not meet the criteria for an adjournment as set out in the Rule 7.9.

An adjournment is not an opportunity for the applicant who has willfully fail to comply with the Act and the Residential Tenancy Branch Rules of Procedures, such in the case, to been given a second opportunity. I find this would be unfair and prejudicial to the respondent as they appeared and were ready to proceed.

Based on the above, I dismiss the tenant's application without leave to reapply.

### Conclusion

The tenant failed to comply with the section 59 , 89 of the Act and the Rules. The tenant's application is dismissed without 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: January 27, 2020

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Residential Tenancy Branch