



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNRL-S, MNDL, MNDCL, FFL

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking an Order of Possession for unpaid rent, a Monetary Order for unpaid rent, damage to the rental unit, monetary loss and other money owed, retention of the Tenant’s security deposit, and recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the Landlord, Legal Counsel for the Landlord, and a witness for the Landlord, all of whom provided affirmed testimony. The Tenant did not attend.

The Residential Tenancy Branch Rules of Procedure (the “Rules of Procedure”) state that the respondent must be served with a copy of the Notice of Dispute Resolution Proceeding Package, including a copy of the Application and notice of the hearing, as well as all evidence to be relied upon in the hearing by the applicant. As the Tenant did not attend the hearing, I inquired with the Landlord and Legal Counsel for the Landlord regarding service of these documents as explained below.

Legal counsel for the Landlord stated that the Tenant has not been served and that no further efforts had been made to serve the Tenant since the Landlord’s Application seeking an Order for Substituted Service allowing the Landlord to serve a member of the Tenant’s family by email was denied on April 17, 2020. The documentary evidence before me in relation to service shows that the Landlord attempted to serve the Tenant by registered mail at the rental unit, but the registered mail was not received by the Tenant as they had already moved out. The parties present for the Landlord also agreed that efforts to serve the Tenant by email had not been successful.

I asked the Landlord if they were intending to withdraw their Application as they acknowledged that neither the Tenant nor an agent acting on the Tenant’s behalf in relation to this matter had been served, and they stated that they did not wish to withdraw. As a result, I proceeded to render a decision in this matter under the authority delegated to me by the Director of the Residential Tenancy Branch (the “Branch”) under Section 9.1(1) of the *Act*.

The opportunity to know the case against you and the opportunity to be heard are fundamental to the dispute resolution process. As the Tenant was not served with the Notice of Dispute Resolution Proceeding Package, including a copy of the Application or notice of the hearing, or any of the Landlord's documentary evidence, I find that they did not have a fair opportunity to know the case against them or appear at the hearing in their defense. As a result, the Application is dismissed with leave to reapply. This is not an extension of any statutory time limit.

As the Landlord's Application is dismissed, I decline to grant them recovery of the filing fee.

### Conclusion

The Landlord's Application is dismissed with leave to re-apply. This is not an extension of any statutory time limit.

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: April 30, 2020

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Residential Tenancy Branch