



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNRL, FFL

Introduction and preliminary matters

On December 27, 2019, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This Application was set down for a hearing on March 19, 2020 and was subsequently adjourned to be heard on April 21, 2020 as the Landlord was quarantined in another country and could not prove service of the Notice of Hearing, Application, and evidence package by email, on January 2, 2020 or February 7, 2020, as per the Substituted Service Decision dated December 30, 2019.

The Landlord attended the adjourned hearing; however, neither Tenant attended the 17-minute adjourned hearing. All in attendance provided a solemn affirmation.

As per the Substituted Service Decision dated December 30, 2019, the Landlord was required to provide “proof of service of the e-mail which may include a print-out of the sent item, a confirmation of delivery receipt, or other documentation to confirm the landlord has served the tenants in accordance with this order. If possible, the landlord should provide a read receipt confirming the e-mail was opened and viewed by the tenants.” As the Landlord was quarantined in another country and unable to provide this proof of service during the original hearing, he was afforded another opportunity to do so. However, the Landlord did not provide any proof that the Tenants were served the Notice of Hearing, Application, and evidence package by email, on January 2, 2020 or February 7, 2020 as required by the Substituted Service Decision or by the Order in my Interim Decision dated March 23, 2020.

As well, the Notice of Adjourned Hearing was provided to him on March 24, 2020 and he only served this to the Tenants by email on April 20, 2020. Despite the Landlord being advised at the original hearing that he could request a further adjournment, prior to the adjourned hearing, if he needed more time due to the pandemic crisis and could not serve all the documents accordingly, the Landlord did not make any such requests.

While the Landlord alleges that the Tenants have been served all the required documents, I am not satisfied that he provided proof of service confirming that the Tenants had been served these documents prior to the original hearing. Furthermore, while the Landlord did provide proof that he served these documents to the Tenants, this was only done a day before the hearing. As I am not satisfied that the Landlord complied with the Substituted Service Decision or the Interim Decision, and as it would be prejudicial to the Tenants to proceed with this hearing based on the Landlord's service of documents yesterday, I dismiss this Application with leave to reapply.

As the Landlord was not successful in this Application, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

While there were circumstances beyond the Landlord's control that prevented him from addressing the claims brought forth in this Application, as the Landlord did not comply with the Substituted Service Decision or the Interim Decision, I dismiss the Landlord's Application with 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: April 21, 2020

Residential Tenancy Branch