



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on April 29, 2020 (the “Application”). The Tenant applied for repairs to be made to the rental unit or property and for an order that the Landlord comply with the Act, regulation and/or the tenancy agreement.

The Tenant appeared at the hearing. Nobody appeared at the hearing for the Landlord. I explained the hearing process to the Tenant. The Tenant provided affirmed testimony.

The Tenant did not know the full legal name of the Landlord and therefore the Landlord’s name in the style of cause is as shown on the Application.

The Tenant submitted evidence prior to the hearing. The Landlord did not. The Tenant raised an issue about service at the outset of the hearing. I heard the Tenant on service of the hearing package and evidence.

The Tenant testified as follows. There was a written tenancy agreement in this matter; however, he was never provided a copy of it. C.M. acts as agent for the Landlord. C.M. signed the written tenancy agreement for the Landlord, who owns the rental unit. C.M. is who he contacts about tenancy matters. He does not have an address for C.M. or the Landlord. He has requested a contact address from C.M. in the past and C.M. has not provided one. He did not send the hearing package or evidence to either C.M. or the Landlord.

I explained the requirement for the Tenant to prove service of the hearing package and evidence on the Landlord as set out in rule 3.5 of the Rules of Procedure (the “Rules”) to the Tenant. The Tenant was required to serve the hearing package in accordance with section 89(1) of the *Residential Tenancy Act* (the “Act”) and the evidence in accordance with section 88 of the *Act*.

Given comments the Tenant made at the outset of the hearing, I asked the Tenant whether he wished to withdraw the Application or proceed, and I would make a decision on the Application. I told the Tenant I would dismiss the Application with leave to re-apply given the hearing package and evidence were not served on C.M. or the Landlord. I told the Tenant he can re-apply if he withdraws the Application.

The Tenant asked to withdraw the Application. The Tenant did so as he acknowledged from the outset that the hearing package and evidence were not served on C.M. or the Landlord because he does not have a contact address for either.

I allowed the Tenant to withdraw the Application. Given the claims in the Application, there is no prejudice to the Landlord in doing so. Further, the Tenant withdrew the Application because he had not served the hearing package and evidence on C.M. or the Landlord. In the circumstances, I would have dismissed the Application with leave to re-apply in any event.

The Application is withdrawn at the request of the Tenant. The Tenant can re-apply for the claims raised in the Application. This decision does not extend any time limits set out in the *Act*.

I advised the Tenant of the option to seek an order from the RTB for substituted service but also directed the Tenant to the Director's Order dated March 30, 2020 allowing email service during the state of emergency.

Conclusion

The Application is withdrawn at the request of the Tenant. The Tenant can re-apply for the claims in the Application. This decision does not extend any time limits set out in the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 08, 2020

Residential Tenancy Branch