



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

Facts

The Tenants did not attend the hearing that lasted 13 minutes. The Landlord states that the application for dispute resolution, evidence and notice of hearing (the “Materials”) were given to the Tenants by email dated June 2, 2020. None of the Tenants responded to that email or confirmed receipt of that email. The Landlord has no supporting evidence of routine email correspondence between itself and the Tenants. The Landlord states that there has been ongoing correspondence by text and that the Landlord is aware that the Tenants received the Landlord’s Materials

Issue

Has the Landlord served the application for dispute resolution as required under the Act or the Director’s Order dated March 30, 2020? T

Analysis

The Act does not allow service of the application by email. The Director's Order dated March 30, 2020 allows service by email as follows:

Pursuant to sections 71(2)(b) and (c) of the Residential Tenancy Act and sections 64(2)(b) and (c) of the Manufactured Home Park Tenancy Act, I order that, until the declaration of the state of emergency made under the Emergency Program Act on March 18, 2020 is cancelled or expires without being extended:

- a document of the type described in section 88 or 89 of the Residential Tenancy Act or section 81 or 82 of the Manufactured Home Park Tenancy Act has been sufficiently given or served for the purposes of the applicable Act if the document is given or served on the person in one of the following ways:

- the document is emailed to the email address of the person to whom the document is to be given or served, and that person confirms receipt of the document by way of return email in which case the document is deemed to have been received on the date the person confirms receipt;
- the document is emailed to the email address of the person to whom the document is to be given or served, and that person responds to the email without identifying an issue with the transmission or viewing of the document, or with their understanding of the document, in which case the document is deemed to have been received on the date the person responds; or
- the document is emailed to the email address that the person to whom the document is to be given or served has routinely used to correspond about tenancy matters from an email address that the person giving or serving the document has routinely used for such correspondence, in which case the document is deemed to have been received three days after it was emailed

As the Landlord provided no evidence that the Tenants responded to its email sending the application for dispute resolution or evidence of the Tenants' confirmed receipt of the application for dispute resolution sent by email and as the Landlord has no

supporting evidence of routine email correspondence between itself and the Tenants, I find that the Landlord has failed to provide sufficient evidence that service was accomplished wither under the Act or the Director's Order. I dismiss the application for dispute resolution with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

Conclusion

The application for dispute resolution is dismissed 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 Act.

Dated: June 25, 2020

Residential Tenancy Branch