



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking a monetary order for unpaid rent or utilities, an order permitting the landlord to keep all or part of the security deposit; and to recover the filing fee from the tenant for the cost of the application.

The named landlord attended the hearing and attended as agent for the landlord company. One of the tenants also attended and represented the other tenant. The parties each gave affirmed testimony and were given the opportunity to question each other.

During the course of the hearing the landlord indicated that the landlords do not seek an order permitting the landlord to keep the security deposit; the tenancy has not yet ended. The tenant has paid the outstanding rent, so the application for a monetary order for unpaid rent is withdrawn. The landlord does not intend to collect any late fees due to the COVID-19 Pandemic, and the landlord seeks only recovery of the \$100.00 filing fee.

The landlord testified that the tenants were served with the Application for Dispute Resolution and notice of this hearing by email on April 30, 2020. The landlord uploaded more evidence to the Residential Tenancy Branch automated system on May 11, 2020 and the landlord testified that since there was no reply to the email, the landlord re-served the tenants by registered mail in July, 2020, which also included the May 11, 2020 evidence. The landlord did not want to go to the post office due to COVID-19 prior to July.

The tenant testified that the tenants did not have a computer or Wi-Fi in April, but still received mail throughout the Pandemic period.

The *Residential Tenancy Act* requires a party who makes an Application for Dispute Resolution to serve the other party with 3 days of making that application. Another directive dealing with serving documents specifies that the documents can be served by

email with acknowledged receipt; or email with a response but without identifying any problem of transmission; or by email if person served has routinely used that email. In this case, the landlord did not receive any acknowledged receipt and waited several months to serve the hearing package by registered mail.

I find that the landlord has not complied with the *Act* with respect to service, and I dismiss the landlord's application without leave to reapply.

Conclusion

For the reasons set out above, the landlords' application is hereby 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: August 31, 2020

Residential Tenancy Branch