



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction, Preliminary and Procedural Matters-

This hearing was convened as a result of the landlord's application for dispute resolution under the Residential Tenancy Act (Act). The landlord applied for:

- a monetary order for unpaid rent; and
- recovery of the filing fee.

The landlord attended; however, the tenants did not attend the telephone conference call hearing.

As the tenants were not present, the matter of service of the landlord's Application for Dispute Resolution, evidence, and Notice of Hearing (application package) to the tenants was considered.

In response to my inquiry, the landlord said she sent her application package to both the tenants by registered mail, in the same envelope.

### Analysis and Conclusion

Section 59(3) of the Act requires that a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it.

Section 89(1) of the Act requires that an application for dispute resolution, which includes the notice of hearing, must be given by handing the documents to the person or by registered mail to, in this case, the tenant's address where they reside or to their forwarding address.

I find the Act requires that each respondent/tenant be served separately in order to comply with these sections of the Act.

Additionally, the instructions to the applicant for dispute resolution makes it clear that each respondent is given their own unique Dispute Access Code.

Both parties have a right to a fair hearing and in this case, it would not be possible to know which tenant was served as the documents were in the same envelope.

For these reasons, I find the landlord submitted insufficient evidence that her application package was served to the tenants according to the requirements of sections 59(3) and 89(1) of the Act. I therefore dismiss the landlord's application, **with liberty to reapply**.

Leave to reapply does not extend any applicable time limitation deadlines.

As I did not proceed with the landlord's application, I decline to award her recovery of the filing fee.

### Conclusion

The landlord's application was dismissed with liberty to reapply, due to service issues as described above.

I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

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: October 2, 2020

---

Residential Tenancy Branch