



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, RP, OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46;
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62; and
- an Order for regular repairs, pursuant to section 32.

The tenant and the landlord's property manager (the "manager") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

### Preliminary Issue- Amendment

The tenant's application for dispute resolution listed the manager as the landlord. At the hearing the manager provided the correct name of the landlord. Pursuant to section 64 of the *Act*, I amend the tenant's application to state the correct landlord name.

### Preliminary Issue- Service

The tenant testified that she served the landlord with her application for dispute resolution via regular mail and e-mail. The manager testified that he received the tenant's application for dispute resolution via e-mail on October 8, 2020. The manager testified that he did not receive the tenant's application for dispute resolution via mail.

While email service is not an approved method of service under section 89 of the *Act*, I find that the landlord was sufficiently served, for the purposes of this *Act*, pursuant to section 71 of the *Act*, as the landlord confirmed receipt.

The tenant testified that she mailed the landlord her evidence package via regular mail. No proof of service documents were entered into evidence. The manager testified that the landlord did not receive the tenant's evidence.

Section 3.14 of the *Residential Tenancy Branch Rules of Procedure* (the "Rules") states that evidence not submitted at the time of Application for Dispute Resolution that are intended to be relied on at the hearing must be received by the respondent not less than 14 days before the hearing. I find that since the manager testified that the landlord did not receive the tenant's evidence package, and the tenant did not provide any proof of service, all evidence submitted by the tenant are not admitted into evidence. I also note that the tenant's evidence was uploaded to the Residential Tenancy Branch four days late.

#### Preliminary Issue- Withdrawal of Claims

Both parties agree that the tenant paid September 2020's rent within five days of receiving the 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice") and so the Notice was rescinded. The tenant's application for cancellation of the Notice is therefore dismissed with leave to reapply.

At the beginning of the hearing the tenant testified that she is moving out of the subject rental property in four days. The tenant testified that the only order she is currently seeking is an Order for the landlord to comply with the *Act*. The tenant's application for regular repairs is dismissed with leave to reapply.

#### Issues to be Decided

1. Is the tenant entitled to an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

The tenant testified that the manager has behaved in an aggressive manner towards her regarding rent collection. The tenant testified that she wants the landlord to stop sending emails and to show more compassion to her as she lost her job due to the global pandemic and has suffered other personal and physical losses. The tenant did not know what section of the *Act, Regulation* or Tenancy Agreement the landlord was breaching. The tenant testified that she feels harassed.

The landlord testified that he has not harassed the tenant but has pursued rent collection on behalf of the landlord.

### Analysis

I find that the tenant has not proved, on a balance of probabilities, that the landlord has breached any section of the *Act, Regulation* or Tenancy Agreement. I find that the tenant has not proved that the manager acted in an inappropriate manner regarding rent collection.

### Conclusion

The tenant's application is 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: October 27, 2020

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Residential Tenancy Branch