



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REAL PROPERTY MANAGEMENT
CENTRAL and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL FFL

Introduction and Analysis

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for a monetary order of \$3,000.00 for unpaid rent or utilities, and to recover the filing fee.

An agent for the landlord, CC (agent) attended the teleconference hearing. The tenant did not attend the hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated July 15, 2020 (Notice of Hearing), application and documentary evidence were considered. The agent testified that the Notice of Hearing, application and documentary evidence package was served on the tenant at the rental unit address on July 15, 2020. The agent also testified that the tenant vacated the rental unit as of July 1, 2020, which is prior to the application dated July 15, 2020.

Both parties have the right to a fair hearing. The tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and application. Therefore, **I dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenant has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I find the tenant was served at an address that the landlord knew the tenant was no longer residing on the date of July 15, 2020 as the tenant vacated two weeks prior on July 1, 2020. I note this decision does not extend any applicable time limits under the Act.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the Act.

I do not grant the filing fee due to the service issue.

This decision will be emailed to both parties as the email addresses provided by the landlord in their application.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 5, 2020

Residential Tenancy Branch