



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1109898 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNRL

### Introduction

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

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67.

The landlord's agent (the landlord) attended the hearing via conference call and provided undisputed affirmed testimony. The tenant did not attend or submit any documentary evidence.

After waiting 8 minutes past the start of the scheduled hearing the tenant still did not attend. The landlord stated that the tenant was served with the notice of hearing package in person on November 4, 2020. The landlord was asked if he had any form of proof of service. The landlord replied that he had received the package from the RTB and personally served it to the tenant. Extensive discussions took place in which "proof of service" was explained in detail to the landlord. The landlord was advised that "proof of service" was something in support of what the landlord is claiming besides his testimony. The landlord stated that he understood. The landlord was again asked if he had any form of proof of service for the notice of hearing package. The landlord replied, "yes". The landlord was then asked what was the "proof of service". The landlord stated that he has his "notes". The landlord was asked if he had submitted copies of his "notes" as evidence. The landlord stated that he did not know how to submit his "notes" to the RTB. The landlord confirmed that as he did not know how to submit his "notes" as evidence that they were not provided. Further discussions regarding the landlord's evidence submission revealed that the landlord had "uploaded" 1 document, 7 times. The landlord confirmed that only a copy of the 10 Day Notice was "uploaded" to the

RTB. The landlord then stated that he had submitted 5 documents then changed his testimony that 1 document was provided. The landlord was asked if he had provided a copy of his evidence to the tenant for the hearing. The landlord replied that the tenant was not paying his rent and the landlord was unsure of what to do.

After 28 minutes past the start of the scheduled hearing the landlord's application was dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation periods. The landlord was informed that the Arbitrator feels that the landlord's communication skills were ineffective and insufficient to continue the hearing. The landlord was cautioned that obtaining a translator to assist him was highly recommended if he wished to re-apply.

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: January 21, 2021

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Residential Tenancy Branch