



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on November 10, 2020, and February 2, 2021. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Preliminary Matters

Although the parties both had a chance to discuss some of the issues on the application at the hearing on November 10, 2020, service of the application and evidence became an increasing problem throughout the hearing, as it became apparent the parties in attendance for the Tenant had not received complete evidence packages. It appears some evidence was received, some was not, and the hearing package was sent to the wrong party.

As the Tenant was admitted into a psychiatric facility at the end of his tenancy, service of the documentation, to the appropriate party became difficult to ascertain.

The agent for the Tenant, N.B., stated that the package she received from the Landlord was not only incomplete (missing some pages), but it was also illegible, and contained inaccurate totals and amounts sought. In the first hearing, the Landlord confirmed that some of the amounts on her Monetary Order Worksheet were not correct and fully updated. The Landlord did not present a sufficiently clear picture as to what she was seeking, and amounts which aligned with the totals in her application package. The Tenant's agent, N.B., echoed similar concerns that the amounts were unclear, poorly explained, and that they do not appear to be accurate.

As a result of all the issues with the Landlord's application, and the initial service of the documents, I adjourned the hearing, and I asked the Landlord to re-serve all of their evidence to N.B., prior to the hearing on February 2, 2021. When the hearing was reconvened on February 2, 2021, the Landlord stated she did not re-serve any of the documentation, as I had ordered her to do. I find the Landlord failed to follow basic instructions, which were set up to give both parties with a fair chance to be heard and to present evidence. I find the Landlord's failure to follow my orders regarding service are prejudicial to the Tenant.

I find the Landlord has failed to sufficiently demonstrate that she sufficiently served her application and evidence to the Tenant (or agent of) in accordance with the Rules of Procedure, the Act, and as per my Order issued on November 13, 2020. I hereby dismiss the Landlord's application, in full, without leave to reapply. The Landlord is not granted leave to reapply, since she was already given ample time, and clear instructions, which she failed to follow.

The Landlord is ordered to return the Tenant's security deposit of \$290.00, in full, to the Tenant's agent. The Landlord is ordered to return the security deposit by mail to N.B. at her place of work (as listed on the letterhead for the family resource centre she works at). Alternatively, the Landlord may send this amount back by e-transfer to the N.B.'s email.

Conclusion

The Landlord's application is dismissed, in full, without leave to reapply.

The Tenant is granted a monetary order pursuant to Section 67 in the amount of **\$290.00**. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: February 2, 2021

Residential Tenancy Branch