



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL, MNRL-S, MNDL-S, FFL

### Introduction and preliminary matters

On October 15, 2020, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit and pet damage deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

S.M. attended the hearing as an agent for the Landlord; however, the Tenant did not attend the hearing at any point during the 76-minute teleconference. All parties in attendance provided a solemn affirmation.

S.M. advised that she served the Tenant with the Notice of Hearing and evidence package by Xpresspost on October 23, 2020 to an address that the Tenant provided in his application to rent. She claimed that the Tenant stated that this address could be used at any point for service of documents. However, she did not provide sufficient evidence to support this position. She served this package to this address because the Tenant has not provided a forwarding address in writing.

She was advised at that point that I would reserve judgement about this service, and that I would hear her submissions on her monetary claims in the event that I was satisfied of service. Over the course of the 76-minute hearing, she made her submissions with respect to each of the ten heads of claim in her Monetary Order Worksheet.

I find it important to note that during the hearing, she would often make submissions irrelevant to the matters at hand, and she was advised that in order to sufficiently hear all ten of her claims within the allotted one-hour hearing slot, she should stay focussed on the relevant issues. I also find it important to note that her demeanour during the hearing was argumentative, that verged on combative, and that she would frequently interrupt and bring up irrelevant issues again. On multiple occasions, she was cautioned that her behaviour was unacceptable, that it was detrimental as it was wasting her own time, and that in order to maintain an efficient hearing, she would be muted from participating if her behaviour continued.

When hearing her submissions on the ten heads of claim, I find it important to note that she was seeking compensation on a utility bill that did not even fall within the period of tenancy with this Tenant. As well, she sought compensation for rent and a filing fee that was already awarded in a prior Dispute Resolution Hearing. She also made submissions with respect to some claims that were inconsistent, contradictory, illogical, and contrary to common sense and ordinary human experience. Lastly, I find it important to note that when she made this Application, she did so and requested that the filing fee be waived. In reviewing the accompanying documentation, it appears as if the Landlord may not be declaring the rent received for the rental unit as income.

While some of the Landlord's claims on the Monetary Order Worksheet may be valid, when taking the factors above into consideration, I find that I am doubtful of the reliability and credibility of S.M. on the whole.

As there is insufficient evidence that the Tenant advised the Landlord that the address for service used for this Application could be utilized for such a purpose, and as I am doubtful of S.M.'s testimony, I am not satisfied that the Landlord's Notice of Hearing package was sufficiently served to the Tenant. As a result, I dismiss this Application with leave to reapply.

### Conclusion

I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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 5, 2021

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Residential Tenancy Branch