



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Plan A Real Estate Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

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

Introduction

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

- a monetary order for unpaid rent and compensation for monetary loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

KH appeared as agent for the landlord in this hearing. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing. In accordance with section 89 of the *Act*, I find that the tenant duly served with the landlord's application. The tenant did not submit any documentary evidence for this hearing.

Preliminary Issue – Service of the Landlord's Evidence

The landlord testified that they had served the tenant with their evidence package for this hearing, and have also uploaded the materials for consideration.

Despite the landlord's testimony, the tenant disputes receiving any documentary evidence for this hearing. I note that no evidence was uploaded by the landlord as of the hearing date March 26, 2021.

Rule 3.14 of the RTB's Rules of Procedure establishes that a respondent must receive evidence from the applicant not less than 14 days before the hearing.

In the absence of sufficient proof of service, I am not satisfied that the landlord had uploaded their evidentiary materials, nor was the tenant served in accordance with Rule 3.14 and section 88 of the *Act*. On this basis, I am unable to consider any written evidence from the landlord in support of their application.

The landlord considered their options, and communicated that they wished to withdraw their entire application, with leave to reapply. Accordingly, the landlord's entire application was cancelled, with liberty to reapply. I make no findings on the merits of this matter. Liberty to reapply is not an extension of any applicable timelines.

The tenant testified that he had started an application for his own claim for his security deposit. No other applications were crossed with the landlord's, and as an inquiry yielded no active applications by the tenant, the tenant was directed to contact the Residential Tenancy Branch to inquire about the status of any active applications, or to file a new one.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. I had allowed the parties to discuss the issues between them in an attempt to achieve a resolution of their dispute. At 1:49 p.m. the hearing ended as both parties were unable to achieve a resolution.

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: March 26, 2021

Residential Tenancy Branch