



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CITY OF VANCOUVER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

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

- an early end to tenancy and an order of possession, pursuant to section 56.

The tenant did not attend this hearing, which lasted approximately 12 minutes. The two landlord's agents, landlord LR ("landlord") and "landlord GM" attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed that he was the manager of operations and landlord GM confirmed that he was the acting manager at the rental building, both employed by the landlord company named in this application. Both landlord's agents confirmed that they had permission to represent the landlord company named in this application. The landlord claimed that the landlord company owns the rental unit.

The landlord confirmed that the tenant vacated the rental unit on March 3, 2021 after an incident occurred, and then went to a rehabilitation centre. He said that the tenant returned to the rental unit a few times after, but he did not know the dates. He claimed that he wanted an order of possession to prevent the tenant from returning to the unit.

The landlord stated that the tenant was served with the landlords' application for dispute resolution hearing package on March 4, 2021, by way of posting to the rental unit door. He said that the tenant was also served on March 9, 2021, by way of registered mail. The landlord provided a Canada Post receipt and tracking number with this application.

When I asked the landlord how the application was served on March 4 and 9, 2021, when the notice of hearing for this application is dated March 11, 2021, he then claimed that the tenant was served on March 11, 2021, by way of posting to the rental unit door. He said that the first notice and application regarding a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice") was served to the tenant on March 4, 2021. I notified the landlord that this current application was regarding an early end to tenancy, not a 10 Day Notice. He then claimed that he printed this second application and served it to the tenant on March 11, 2021.

I find that the landlord did not serve the tenant with the landlord's application, as required by section 89 of the *Act*. The landlord provided two different dates of service, March 4 and 9, 2021, which are both prior to the notice of hearing date of March 11, 2021. The landlord only provided a different date of service, March 11, 2021, when I informed him of the date of the notice of hearing. The landlord was referring to a different application regarding a 10 Day Notice, which is not related to this current application. The landlord referred to this current application as a second application. The tenant vacated the rental unit on March 3 and the landlord does not know when the tenant returned. The landlord served the tenant at an address where the tenant was not residing.

For the above reasons, the landlord's application is dismissed with leave to reapply.

During the hearing, I informed the landlord that I would make a decision regarding service of the landlord's application after the hearing was over and provide the landlord with a written copy of same. The landlord confirmed his understanding of same.

Conclusion

The landlord's application is dismissed with leave to reapply.

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: April 09, 2021

Residential Tenancy Branch