



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDCT, RR, CNR, CNC, RP, PSF

Introduction

A hearing was scheduled for 11:00 a.m. on this date, via teleconference call, to deal with the tenant's application filed on January 6, 2021 for orders for the landlord to comply with the Act, regulations, or tenancy agreement; and, make repairs.

The tenant filed a second application on February 2, 2021 to seek cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent and a One Month Notice to End Tenancy for Unpaid Rent; and, for orders for the landlord to provide services or facilities required by law or the tenancy agreement. The tenant's second application was joined to the tenant's first application and set to be heard at the same time.

Then, on February 5, 2021 the tenant submitted an Amendment to an Application for Dispute Resolution seeking to amend the first Application for Dispute Resolution to deal with a request for a rent reduction; orders for the landlord to make repairs; and, for monetary compensation for damages or loss under the Act, regulations, or tenancy agreement.

At the hearing, only the tenant appeared. Since the landlord did not appear, I explored service of the hearing materials upon the landlord.

The tenant testified that the original proceeding package and evidence were sent to the landlord via registered mail on January 9, 2021. The tenant orally provided a tracking number as proof of service. A search of the tracking number revealed that the tenant paid for mailing of Xpresspost or a parcel but without a signature required.

The tenant testified that she served evidence to the landlord by placing it in the landlord's mailbox and she took a photograph of that. I noted that there was a photograph uploaded that appears to show documents being placed in a mailbox but

that the document I am able to see in the photograph is that of an Amendment. I asked the tenant when she placed those documents in the landlord's mailbox to which she responded January 14, 2021 and then changed her testimony to January 16, 2021.

I asked the tenant if she served the landlord at any other time with respect to today's proceeding and she stated she did not.

The tenant also testified that she has since vacated the rental unit, on February 14 or 15, 2021.

Based on the what is before me, I find the tenant failed to satisfy me that the landlord was properly served, in accordance with the Act, with the original proceeding package, the second proceeding package or the Amendment, for the reasons provided below.

Where a respondent does not appear at the hearing, the applicant bears the burden to prove they served the respondent in a manner that complies with the Act. Section 89 of the Act provides for the ways an Application for Dispute Resolution or an Amendment must be served upon the respondent.

The package sent on January 9, 2021 does not appear to be sent by registered mail since the tracking number the tenant provided as proof of service is inconsistent with a registered mail package. Xpresspost or other product offered by Canada Post may be used so long as a signature of the recipient is required and there was no signature requirement based on the tracking number the tenant provided.

The tenant submitted an Amendment that she signed on February 3, 2021 but testified this was delivered by leaving it in the landlord's mailbox on January 14 or 16, 2021 which is not plausible. Further, leaving an Amendment in a mailbox is not a permissible method of service.

Finally, I was not provided any evidence from the tenant that she served the second Application for Dispute Resolution that was filed on February 2, 2021.

Without being satisfied the landlord was duly served, I declined to hear the tenant's applications any further.

Considering the tenant states she has moved out of the rental unit, bringing the tenancy to an end, I find most of the remedies sought by the tenant are now moot, with the exception of the monetary claim. Therefore, I dismiss the tenant's Applications without

leave to reapply, with the exception of the monetary claim. The tenant's monetary claim 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 01, 2021

Residential Tenancy Branch