



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL EAGLE APARTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDCT

### Introduction

On December 31, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting the return of the security deposit and a Monetary Order for compensation. The matter was set for a participatory hearing via conference call.

The Tenant attended the conference call hearing; however, the Landlord did not attend at any time during the 14-minute conference call. The Tenant testified that she did not receive a Notice of Dispute Resolution Proceedings package from the Residential Tenancy Branch and as a result, could not serve the Landlord.

The Tenant stated that she learned about this hearing as a result of an automated email from the Residential Tenancy Branch that was sent to the Tenant’s email address on May 1, 2021. The Tenant called into the Residential Tenancy Branch and spoke to an Information Officer who confirmed that the Residential Tenancy Branch had the Tenant’s correct email and that the Notice of Dispute Resolution Proceedings package was sent to the Tenant’s email on January 5, 2021.

Based on the information I have in front of me, I find that the Landlord has not been duly served with the Notice of Dispute Resolution Proceedings in accordance with Section 89 the Act.

I am, therefore, unable to hear the Tenant’s Application as I am not satisfied that the Landlord was properly served with the Notice of Dispute Resolution Proceeding. As a result, I will consider whether this Application should be dismissed or, in the case of an administrative mistake by the Residential Tenancy Branch, be adjourned to a new date to allow for service to the Landlord.

After several inquiries, I find that the Residential Tenancy Branch did send the relevant email to the same email address provided by the Tenant for service. Specifically, an

email was sent to the Tenant on January 5, 2021 with the attachments that included the Residential Tenancies Fact Sheet, Applicant Instructions, Respondent Instructions, and the Notice of Dispute Resolution Proceeding. The Residential Tenancy Branch also sent an automated email to the Tenant, at the same email address, which the Tenant acknowledged she received on May 1, 2021. After the Tenant called into the Residential Tenancy Branch, an Information Officer forwarded the Tenant the original January 5, 2021 email, on May 1, 2021, which the Tenant also said that she received.

As a result, I find that there were no administrative mistakes on the part of the Residential Tenancy Branch and therefore, I dismiss the Tenant's Application for Dispute Resolution 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: May 05, 2021

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Residential Tenancy Branch