



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RIGHT AT HOME LTD. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes CNR FFT

Introduction and Analysis

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) to cancel a 10 Day Notice to End Tenancy dated July 20, 2021 (10 Day Notice) and to recover the cost of the filing fee.

The tenant attended the teleconference hearing. A representative for the landlord did not attend the hearing. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated August 4, 2021 (Notice of Hearing), application and documentary evidence were considered. The tenant was affirmed that they served the landlord by email twice at two different email addresses. The tenant also affirmed that the landlord did not respond to either email.

The tenant failed to provide a copy of a tenancy agreement indicating an email address for service for the landlord and only provided an email address during the hearing, which the Dispute Management System (DMS) was updated to reflect. I note that the tenant originally did not include an email address for the landlord in their application and it was the undersigned who added an email address into the DMS during the hearing.

The tenant thought they were able to serve the Notice of Hearing and application by email however, section 43(2) of the Act states:

Other means of giving or serving documents

43 (2) For the purposes of section 89 (1) (f) [*special rules for certain documents*] of the Act, the documents described in section 89 (1) of the Act may be given to a person by emailing a copy **to an email address provided as an address for service by the person. [Emphasis added]**

I find in the matter before me, the landlord did not provide an email address for service as I don't have a tenancy agreement to confirm such nor did the tenant provide an email address for the landlord and as a result, the landlord would not have received an email reminder for this hearing.

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of a Dispute Resolution Proceeding and application. Therefore, **I dismiss** the tenant's application **with leave to reapply** as I am not satisfied that the landlord has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

Conclusion

The tenant's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the Act.

I do not grant the filing fee due to the service issue.

This decision will be emailed to the tenant and sent by email to the landlord at the email address provided by the tenant during the hearing.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: August 30, 2021

Residential Tenancy Branch