



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNR, OLC, RP, RR, PSF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement, for an Order requiring the Landlord to make repairs, and for an Order requiring the Landlord to provide services or facilities.

Issue(s) to be Decided

Should the Notice to End Tenancy for Unpaid Rent be set aside?

Is the Tenant entitled to a rent reduction of \$300.00?

Is there a need to issue an Order requiring the Landlord to make repairs or provide services or facilities?

Background and Evidence

The Tenant stated that on April 21, 2021 the Dispute Resolution Package was posted on the Landlord's door. She stated that a friend witnessed her posting these documents, although she has not submitted documentary evidence of that.

The Agent for the Landlord stated that the Tenant's Dispute Resolution Package was not received. She stated that on July 28, 2021 the Tenant provided her with Residential Tenancy Branch document that confirms an Application for Dispute

Resolution had been submitted to the Residential Tenancy Branch, but she was not served with the documents commonly included in a Dispute Resolution Package.

The Agent for the Landlord stated that she contacted the Residential Tenancy Branch on July 28, 2021 and was provided with the necessary codes to join this teleconference.

Analysis

The purpose of serving the Dispute Resolution Package to the other party is to notify them that a dispute resolution proceeding has been initiated and to give them the opportunity to respond to the claims being made. When a tenant files an Application for Dispute Resolution for the issues outlined in this Application for Dispute Resolution, the tenant bears the burden of proving that the landlord was served with the Application for Dispute Resolution in accordance with section 89(1) of the *Residential Tenancy Act* (Act).

Section 89(1) of the *Residential Tenancy Act* (Act) permits a party to serve an Application for Dispute Resolution to the other party in the following ways:

- (a) by leaving a copy with the person;
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;
- (e) as ordered by the director under section 71 (1) [director's orders: delivery and service of documents];
- (f) by any other means of service provided for in the regulations.

Section 43(2) of the *Residential Tenancy Regulation* stipulates that documents described in section 89 (1) of the Act may, for the purposes of section 89(1)(f) of the Act, be given to a person by emailing a copy to an email address provided as an address for service by the person.

On the basis of the testimony of the Tenant, I find that the Dispute Resolution Package was posted on the Landlord's door. As section 89(1) of the Act does not permit a tenant to serve a landlord with an Application for Dispute Resolution by posting it on a door, I

find that the Application for Dispute Resolution has not been served in accordance with section 89(1) of the *Act*.

On the basis of the Agent for the Landlord's testimony that she did not receive the Application for Dispute Resolution and in the absence of evidence to show that it was received by the Landlord, I cannot conclude that the Application has been sufficiently served pursuant to sections 71(2)(b) or 71(2)(c) of the *Act*.

As the Tenant has failed to establish that the Application for Dispute Resolution was properly served to the Landlord, I dismiss the Application for Dispute Resolution, with leave to reapply.

Conclusion

The Application for Dispute Resolution 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: August 24, 2021

Residential Tenancy Branch