



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, PSF, LRE, LAT, OLC, FFT

Introduction and Preliminary Matters

On June 5, 2021, the Tenant applied for a Dispute Resolution proceeding seeking to be allowed access to the rental unit pursuant to Section 30 of the *Residential Tenancy Act* (the “*Act*”), seeking provision of services pursuant to Section 62 of the *Act*, seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*, seeking authorization to change the locks pursuant to Section 31 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Tenant and the Landlord attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Tenant advised that he served the Landlord the Notice of Hearing and evidence package by DHL courier on or around the third week of September 2021. Records indicate that this package was made available to the Tenant for service on June 21, 2021, informing him that he was required to serve this package to the Landlord by June 24, 2021 at the latest. He confirmed that he received this package on June 22, 2021 and he stated that the reason he served this package so late was because this was “not how he read” the instructions.

As this package was not served within three days of the package being ready, pursuant to Rule 3.1 of the Rules of Procedure, I am not satisfied that the Landlord was served with the Notice of Hearing package in accordance with the Rules. I find that serving this package so late would be prejudicial to the Landlord.

Furthermore, as the Tenant confirmed that he has already given up vacant possession of the rental unit, the remedy requested in this Application is a moot point. As such, based on both of these issues, I dismiss the Tenant's Application without leave to reapply.

As the Tenant was not successful in this Application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

I dismiss the Tenant's Application without 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: October 4, 2021

Residential Tenancy Branch