



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, LRE, MNDCT, OLC, FFT

Introduction

On July 5, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a Two Month Notice to End Tenancy, to restrict entry for the Landlord, to request a Monetary Order for compensation, to order the Landlord to comply with the Act, and to claim reimbursement for the filing fee. The matter was set for a participatory hearing via conference call.

Preliminary Matter – Service of the Notice of Dispute Resolution Proceeding

The Tenant attended the conference call hearing; however, the Landlord did not attend at any time during the 48-minute hearing. The Tenant testified that they served the Landlord with the Notice of Dispute Resolution Proceeding by email.

If service by email is used, the person serving the document will need to provide proof that the document sent by email was sent to the email address provided for service by the other party. Satisfactory proof may include a printout or screen shot of:

- RTB 51 – Address for Service or other document that sets out the party’s email address for service;
- the sent item, including the email address the item was sent to;
- a confirmation of delivery receipt;
- a response to the email by the party served;
- a read receipt confirming the email was opened, or
- other documentation to confirm the party has been served.

In this case, the Tenant acknowledged that the Landlord did not provide written consent that they would accept service by email. As such, and because the Landlord did not attend the hearing, I find that the Tenant failed to provide sufficient evidence that they served the Notice of Dispute Resolution Proceeding 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, this Application is dismissed 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: November 02, 2021

Residential Tenancy Branch