



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, MNSD

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;

The tenants, Y.L. and T.C. (the tenants) attended the hearing via conference call and provided undisputed testimony. The named landlord did not attend or submit any documentary evidence.

The tenants were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Discussions regarding the tenants' application were clarified. The tenants confirmed that there are three separate tenancy agreements with the landlord. The tenant, Y.L. confirmed that each named tenant has their own separate signed tenancy agreement with the named landlord. The tenants were advised that as such each tenant had a separate tenancy and that the tenants application could not be dealt with together. The tenants confirmed that the tenant, Y.L. would proceed and the remaining two named tenants would file separate applications. On this basis, the tenants cancelled the applications on behalf of the tenants', D.A.L. and T.C.

The tenant, Y.L. stated that he served the landlord via email on May 29, 2021. Discussions took place in which the tenant, confirmed that the landlord did not give prior

consent to be served via email nor has the tenant filed an application for substitute service of the dispute.

Pursuant to Section 89 of the Act, I find that the tenant has failed to properly serve the landlord with the Application and the Notice of Hearing Package. On this basis, the tenant's application is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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 15, 2021

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Residential Tenancy Branch