



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC FFT

### Introduction and Analysis

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenants are requesting an order directing the landlord to comply with the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenants attended the teleconference hearing and were affirmed. As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing dated July 21, 2021 (Notice of Hearing) was considered. The tenants testified that the Notice of Hearing was sent by email to the landlord's counsel (Counsel), however the tenants failed to provide a copy of the email they indicate supports that the landlord's counsel requested that all correspondence be directed to Counsel. The tenants then provided a tracking number, which has been included on the style of cause for ease of reference. According to the online registered mail tracking number and the receipt submitted in evidence, the document was not mailed until October 14, 2021, which the tenants confirmed was the evidence package and not the Notice of Hearing/application.

The tenants testified that the landlord failed to provide a service address on the tenancy agreement. The tenants stated that in the past, they had rented the same rental unit from the same landlord and on that previous tenancy agreement, the landlord provided their service address. The tenants affirmed that they used that service address on this application and the email address to which they pay their rent via e-transfer via email to the landlord. The tenants failed to provide a copy of the previous tenancy agreement with the service address for the landlord.

Both parties have a right to a fair hearing and the landlord would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing. Therefore, I **dismiss** the tenants' application **with leave to reapply** as I am not satisfied that the

landlord has been properly served according the Act. I note this decision does not extend any applicable time limits under the Act.

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

I caution the landlord to ensure they comply with section 13 of the Act, which includes section 13(2)(e), which states as follows:

**Requirements for tenancy agreements**

**13(1)** A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

**(2)**A tenancy agreement **must comply** with any requirements prescribed in the regulations **and must set out all of the following:**

**(e)the address for service and telephone number of the landlord  
or the landlord's agent;**

[emphasis added]

Conclusion

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

The filing fee is not granted. This decision does not extend any applicable time limits under the Act. This decision will be emailed to both parties at the email address provided by the tenants in their application.

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: November 4, 2021

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Residential Tenancy Branch