



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR, MNDCT, OLC, DRI, CNR-MT, MNDCT, OLC

### **Introduction**

This hearing was scheduled to deal with two Applications for Dispute Resolution filed by the tenant. The tenant sought multiple remedies on her two Applications for Dispute Resolution including cancellation of *10 Day Notices to End Tenancy for Unpaid Rent or Utilities* ("10 Day Notice").

The tenant appeared for the hearing and was affirmed. The tenant was also ordered to not make an unofficial recording of this proceeding. There was no appearance on part of the landlord(s) despite leaving the teleconference call open over 20 minutes to give them the opportunity to appear.

Since the landlords did not appear, I explored service of the proceeding packages and evidences upon them.

The tenant acknowledged she likely failed to properly serve the landlord(s). The tenant testified that she sent the two proceeding packages and her evidence to the respondent identified by initials AB via registered mail on October 15, 2021 and October 19, 2021 at an address in Port Coquitlam. The tenant did not send a proceeding package or evidence package to the landlord identified by initials PA.

The tenant also stated that she does not consider AB to be her landlord. Rather, the tenant is of the position that her landlord is the respondent identified by initials PA and his address is at the same residential property as the rental unit, in Kelowna.

The tenant also stated that there was a decision issued on June 22, 2021 by an Adjudicator reviewing the Landlord's Application for Dispute Resolution by Direct Request (file number provided on the cover page of this decision) and the Adjudicator dismissed the Landlord's Application for Dispute Resolution by Direct Request due to

insufficient proof of service of the landlord's proceeding package upon the tenant. In turning to the records for the Landlord's Application for Dispute Resolution, I note that the landlord's service address was listed as being for AB in Port Coquitlam; however, there was no tenancy agreement providing for the landlord's service address, the first page of the 10 Day Notice (which provides for a landlord's service address) was missing from the evidence, and there was no written authorization for AB to act on behalf of the landlord PA.

With a view to determining the correct identify and service address for the landlord, I turned to the two 10 Day Notices as there was not a tenancy agreement that provided such information. I note that the tenant had uploaded copies of two 10 Day Notices that included the first page. The two 10 Day Notices identify the landlord as being PA and provide a service address for the landlord PA as being the same residential property as the rental unit, in Kelowna.

Where a respondent does not appear at the hearing, the applicant bears the burden to prove they have correctly named the parties and sent a proceeding package to each respondent in accordance with the Act. Section 59 provides that an Application for Dispute Resolution must be served upon the respondent within three days of receiving the proceeding package. The proceeding packages for the tenant's Applications for Dispute Resolution were provided to the tenant on July 19, 2021 and July 20, 2021 respectively.

In sending the proceeding packages on October 15, 2021 and October 19, 2021 the tenant was well outside the time limit for serving the proceeding packages. It appears clear to me that the landlord is PA; however, the standing of AB as a landlord is much less clear. Further, I am unsatisfied that the tenant sent the proceeding packages to the landlord(s) using the landlord's service address as provided on the 10 Day Notices and I am less satisfied that the address in Port Coquitlam is a service address for the landlord. Therefore, I find the tenant failed to satisfy me that she properly served the landlord(s) and in the absence of the landlord(s) at the hearing I decline to deem the landlord(s) sufficiently served.

In light of the above, I do not proceed to hear these applications and the tenant's Applications for Dispute Resolution are 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: November 02, 2021

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Residential Tenancy Branch