



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 575578 BC Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

The former Tenant (hereinafter the “Tenant”) filed their Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) for compensation for monetary loss or other money owed, and to recover the filing fee for the Application. The Tenant filed the Application on August 27, 2021. The matter proceeded by way of a hearing pursuant to s. 74(2) on March 11, 2022. In the conference call hearing I explained the process and provided both parties who attended the opportunity to ask questions.

### Preliminary Issue – service of the Notice of Dispute Resolution

The Landlord’s agent in the hearing provided they did not receive the Notice of Dispute Resolution directly from the Tenant. They received an evidence timeline notification from the Residential Tenancy Branch, thus alerted to the upcoming scheduled hearing. The agent also stated they did not receive prepared evidence directly from the Tenant. Upon learning of this hearing, the agent provided documents directly to the Tenant approximately one week in advance of the hearing.

In the hearing the Tenant stated they used the Landlord’s address for service on the original tenancy agreement. This was after they received the Notice of Dispute Resolution from the Residential Tenancy Branch on September 14, 2021. This was returned to the Tenant in the mail.

On February 16, 2022 the Tenant sent material to the same address. This was directly to the Landlord, i.e., the property owner, using the same address for service on the tenancy agreement. The Landlord’s agent who appeared in the hearing did not receive this material, providing this was still not the address for service that was provided to the

Tenant at the end of the tenancy via the Condition Inspection Report. That address for service, as stated on that document, is that of the rental unit previously rented to the Tenant here. The Condition Inspection Report appears in the Tenant's own evidence; therefore, I conclude the Tenant received this document directly from the Landlord, along with the return of their security deposit.

The *Act* s. 59 contains the provisions for starting proceedings in a dispute resolution. Subsection (3) states: ". . .a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the director."

The *Act* s. 89 gives the rules for service of the application for dispute resolution. This is by leaving a copy with the person or their agent or sending a copy via registered mail.

Additionally, the Rules of Procedure that are crafted to ensure a fair process; these specify the documents to be served by the applicant (here, the Tenant) to the respondent (here, the Landlord). These are: the Notice of Dispute Resolution Proceeding provided when applying; the Respondent Instructions for Dispute Resolution; a process fact sheet; and other evidence submitted by the applicant.

I find the Tenant did not provide a copy of the notice of dispute resolution proceeding – that document that is generated when a person applies for dispute resolution – to the Landlord. The Tenant did not ensure its delivery to the correct address for service provided to them by the Landlord at the end of the tenancy. This was specified for this reason in the Condition Inspection Report which is updated information shared between the parties at the end of the tenancy. Additionally, the Tenant did not ensure proper service of their prepared evidence to the Landlord's address for service in a timely manner.

The *Act* requires proper service in line with administrative fairness in which a party's legal rights and obligations are challenged. Even though the Landlord provided a response in short order, I find they were prejudiced by the lack of notification from the Tenant, and non-disclosure of the Tenant's evidence. I dismiss the Tenant's Application for Dispute Resolution for this reason.

Conclusion

I dismiss the Tenant's application for compensation, with leave to reapply. This decision does not impact any deadlines as set forth in the *Act*. I dismiss the Tenant's claim for reimbursement of the filing fee without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: March 25, 2022

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Residential Tenancy Branch