



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, MNDCL-S, FFL

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. The Landlord’s Witness gave testimony under oath.

The Landlord states that the Tenant was served with the application for dispute resolution and notice of hearing (the “Hearing Package”) on the door of the unit on February 1, 2022 by the Witness. The Tenant states that they did not receive the Hearing Package. The Landlord then had their Witness call into the hearing.

After approximately 30 minutes into the hearing with time allowed for the Witness to obtain information from the Witness’s computer the Witness states that they were not sure if they served the Hearing package. The Witness stated that they did serve the Tenant with a notice to end tenancy and that the Landlord was given the Witness signed proof for this service. I note that this document was provided to the Residential Tenancy Branch (the “RTB”) by the Landlord. The Witness states that had they served the Hearing Package they would have provided the Landlord with the proof of service.

The Landlord did not provide any supporting evidence of service of the Hearing Package.

Section 59(3) of the Act provides that 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. As the Landlord has no supporting evidence of any service of the Hearing Package and given the Tenant's evidence that no Hearing Package was received by the Tenant, I find on a balance of probabilities that the Landlord has not substantiated that the Hearing Package was served as required under the Act. I dismiss the application with leave to reapply. Leave to reapply is not an extension of any applicable limitation date.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: May 05, 2022

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Residential Tenancy Branch