



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for repairs to the unit, site or property related to black mould and a unspecified broke appliance.

The tenant attended the teleconference hearing. The tenant was affirmed and the hearing process was explained. The tenant was also provided an opportunity to ask questions.

Preliminary and Procedure Matter

The tenant confirmed the email addresses for both parties.

Issue to be Decided

1. Did the tenant serve the respondent landlord?
2. If not, is the tenant entitled to the filing fee?

Background and Evidence

The tenant was asked why they called into the hearing late. The tenant testified that they thought the hearing was in person and not via teleconference.

The tenant was then asked how the landlord was served with the Notice of Dispute Resolution Hearing dated March 1, 2022. The tenant stated that they did not serve the landlord as the landlord's service address on the tenancy agreement is listed as the rental unit.

The tenant was asked how often the landlord checks for their mail at the rental unit. The tenant testified that they or their husband check the mail once per month or once every two months. The tenant was asked if they placed a package at the front door for pickup by the landlord. The tenant confirmed they did not serve any documents for pickup by the landlord.

Analysis

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of a Dispute Resolution Proceeding, application and any supportive documentary evidence. The tenant stated that they did not serve the landlord or prepare any package for the landlord to pick up at the rental unit as that address is listed for service on the landlord.

Based on the above, **I dismiss** the tenant's application **with leave to reapply** as I am not satisfied that the landlord has been sufficiently served with the Notice of Hearing, application and supporting documentary evidence in a manner provided for under 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.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue. This decision does not extend any applicable time limits under the Act. This decision will be emailed to the parties as noted above.

The filing fee is not granted due to a service issue.

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: May 31, 2022

Residential Tenancy Branch