



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-S MNRL-S MNDCL-S FFL

### Introduction and Analysis

This hearing dealt with the tenants' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$20,228.14 for unpaid rent, damages to the unit, site or property, for compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord and an agent for the landlord, SH (agent) attended the teleconference hearing. As the tenant did not attend the hearing, the landlord was asked how they served the tenant. The agent confirmed that they sent the Notice of Dispute Resolution Hearing (Notice of Hearing) by email to the tenant. Section 43(2) of the *Residential Tenancy Regulation* applies and states:

#### **Other means of giving or serving documents**

43(2) For the purposes of section 89 (1) (f) [*special rules for certain documents*] of the Act, the documents described in section 89 (1) of the Act may be given to a person **by emailing a copy to an email address provided as an address for service by the person.**

[emphasis added]

The landlord was unable to present documentary evidence to support that the respondent tenant provided their email address as a method for service other than a file number of a Previous Decision, which was filed by the tenant in July 2021 (Previous Decision). The file number of the Previous Decision has been included on the cover page of this decision for ease of reference. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlord and agent also confirmed that the tenant vacated the rental unit on November 4, 2021 and wrote the rental unit address on their application dated November 17, 2021, which could not be correct as the tenant had already vacated. Both parties have the right to a fair hearing. The tenant would not be aware of the hearing without having received the Notice of Hearing and application. Therefore, I **dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenant has been sufficiently served with the Notice of Hearing and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

I decline to award the filing fee due to a service issue.

#### Preliminary and Procedural Matters

The Previous Decision already dealt with unpaid rent and the landlord was given permission already to retain the tenant's security deposit and pet damage deposit and as a result, the only matter not heard before was \$892.72 for "clean up after vacating". As a result, the landlord is granted leave to reapply for that portion of their application.

In addition, and pursuant to section 64(3)(c) of the Act, I have amended the name of the landlord to reflect the personal name of the landlord listed on the tenancy agreement and removed the company name as there is no company name listed on the tenancy agreement.

#### 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.

The filing fee is not granted due to the 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: June 17, 2022

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Residential Tenancy Branch