



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction and Analysis

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for a monetary order in the amount of \$1,000.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The tenant, an agent for the tenant, GC (agent) and a witness for the tenant, BP (witness) attended the teleconference hearing. The parties were affirmed and neither the tenant, agent or witness could provide the exact date and time that the landlord was served with the Notice of Hearing and the agent stated one date, December 8, 2021, which could not have been possible as the Notice of Hearing was not created until December 9, 2021.

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of Hearing and application. Therefore, **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 and application in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

The tenant was reminded that if they have not yet done so, if they are seeking the return of their security deposit, they must first serve their written forwarding address on the landlord pursuant to section 38 of the Act.

The filing fee was waived for this application.

Conclusion

The tenant'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 tenant and the landlord at the email addresses provided in the application.

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: July 12, 2022

Residential Tenancy Branch