



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, CNR, OLC, MNDCT, RP, RR, LRE, LAT, RPP, MNRT

Introduction

This hearing was reconvened from a hearing on July 4, 2022 regarding the Tenant's application under the *Residential Tenancy Act* (the "Act") for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") pursuant to section 46;
- an order that the Landlord comply with the Act, the regulations, or tenancy agreement pursuant to section 62;
- a Monetary Order of \$8,700.00 for the Tenant's monetary loss or money owed by the Landlord pursuant to section 67;
- an order for the Landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order suspending or setting conditions on the Landlord's right to enter the rental unit pursuant to sections 29 and 70(1);
- authorization to change the locks to the rental unit pursuant to section 70(2);
- an order for the Landlord to return the Tenant's personal property pursuant to section 62;
- a Monetary order of \$200.00 for the cost of emergency repairs that Tenant made during the tenancy pursuant to section 33; and
- authorization to recover the filing fee for this application from the Landlord pursuant to section 72.

The Tenant attended this reconvened hearing. The Landlord did not attend.

Preliminary Matter – Service of Dispute Resolution Documents

The original hearing resulted in an interim decision issued on July 4, 2022 (the "Interim Decision"), in which I ordered the Tenant to serve the Landlord with a copy of the original notice of dispute resolution proceeding package, the Interim Decision, the notice of reconvened hearing, and the Tenant's documentary evidence (collectively, the

“NDRP Package”) by registered mail or by leaving the documents in person with an agent of the Landlord by July 18, 2022.

During the reconvened hearing, the Tenant acknowledged that she did not serve the Landlord as required by the Interim Decision. The Tenant stated that the owner for the corporate Landlord was “out of the country”. The Tenant stated that the Landlord’s manager did not have “authority” to deal with this matter.

Based on the Tenant’s testimony, I am not satisfied that the Tenant could not have attempted to serve the Landlord with the NDRP Package by registered mail or by leaving a copy with the Landlord’s manager or another agent of the Landlord. I find that the Tenant has not served the Landlord with the NDRP Package in accordance with the Act and as required by the Residential Tenancy Branch Rules of Procedure. As such, I find that it would be procedurally and administratively unfair to the Landlord to proceed with the hearing in these circumstances. Furthermore, I am also not satisfied that another adjournment should be granted as this matter was already adjourned once for the Tenant to have another opportunity to serve the Landlord.

Accordingly, I dismiss the Tenant’s application with leave to re-apply. I make no findings on the merits of the Tenant’s application.

Conclusion

The Tenant’s application is dismissed with leave to re-apply. Leave to re-apply does not extend any applicable limitation periods.

This decision 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: August 30, 2022

Residential Tenancy Branch