



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FFT

### Introduction and Preliminary Matters

On May 17, 2022, the Tenants made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On September 13, 2022, the Tenants attempted to amend their Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

Both Tenants attended the hearing; however, the Landlord did not attend at any point during the 12-minute teleconference. At the outset of the hearing, I informed the Tenants that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Tenant J.D. advised that they served the Notice of Hearing package to the Landlord by registered mail on June 4, 2022 (the registered mail tracking number is noted on the first page of this Decision). He stated that he did not check the tracking history to determine if the package was delivered; however, he confirmed that this package was not returned to sender. Based on this solemnly affirmed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was deemed to have received the Notice of Hearing package five days after it was mailed.

He then advised that he served their Amendment to the Landlord by registered mail on September 14, 2022. However, this Amendment was not served to the Landlord in accordance with the timeframe requirements of Rule 4.6 of the Rules of Procedure. As such, the matters claimed in the Tenants’ Amendment have been dismissed with leave to reapply.

With respect to the Tenants’ initial Application to dispute the Notice, I find it important to note that a Decision had already been rendered on this matter, and an Order of

Possession and a Monetary Order had already been granted to the Landlord on May 12, 2022 (the relevant file number is noted on the first page of this Decision).

As such, I am not able to alter or vary another Arbitrator's Decision, nor am I able to consider the matters that have already been addressed. This was clearly the Tenants' attempt to apply for a Review Consideration of this Decision; however, they were informed that this was not the appropriate method to do so. They were also informed of the proper procedure for applying for Review Consideration, and that they would have had to make their Review Consideration Application within two days of receiving the original Decision.

As I am unable to consider the matters with respect to the Notice, the portion of the Tenants' Application pertaining to the Notice is dismissed without leave to reapply.

As the Tenants were not successful in this Application, I find that the Tenants are not entitled to recover the filing fee.

### Conclusion

The Tenants' Application with respect to the Notice is dismissed without leave to reapply.

However, the claims in the Tenants' attempted Amendment are dismissed with leave to reapply.

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: September 27, 2022

---

Residential Tenancy Branch