



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, MNDCT, RP**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order pursuant to section 67;
- an order to the landlord to make repairs pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The tenant attended and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

Issue(s) to be Decided

Is the tenant entitled to the relief sought?

Background and Evidence

The tenant testified that monthly rent for this tenancy is \$1,500.00 and includes the use of cable television. The tenant was uncertain when the tenancy began but estimates it may have begun 5-years ago. There is no written tenancy agreement.

The tenant has previously filed other applications for dispute resolution under the file numbers on the first page of this decision. The tenant has also filed another application with a pending hearing date in October 2022 seeking identical relief of a monetary award and cancellation of a 1 Month Notice to End Tenancy.

The tenant testified that they served the landlord personally with the hearing package sometime in September 2022. The tenant provided no documentary evidence of service, was unable to provide a specific date of service nor could they give any other details such as the time of day or where service was completed.

The tenant complains about the landlord cutting off their use of cable television, access to two parking stalls and a broken sliding door in the rental unit.

Analysis

An application for dispute resolution must be served on the other party in accordance with the Act. Section 89(1) of the Act establishes the following rules for service of certain documents, which include an application for dispute resolution:

89(1) An application for dispute resolution,...when required to be given to one party by another, must be given in one of the following ways:

- (a) by leaving a copy with the person;*
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;*
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;*
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;*
- (e) as ordered by the director under section 71(1) [director's orders: delivery and service of document]...*

Residential Tenancy Policy Guideline 12 further provides that:

Where the respondent does not appear at a dispute resolution hearing, the applicant must be prepared to prove service of the notice of hearing package...

The tenant, having filed multiple applications with the Branch, knows or ought to know the requirement to serve the other party and to establish service on a balance of probabilities.

A notice of hearing was issued by the Branch on May 18, 2022. The tenant testified that they served the landlord personally sometime in September 2022. The tenant provided no documentary evidence in support of their vague submission, provided no cogent details as to the date, place or time of service and did not explain why they delayed serving the landlord with the notice for several months.

Based on the paucity of information I am not satisfied that the tenant has served the landlord with any materials in accordance with the *Act* or at all. I note that the tenant has filed multiple application with the Branch previously and has another application with a scheduled hearing for similar relief. Accordingly, I dismiss the tenant's present application in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety without 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 15, 2022

Residential Tenancy Branch