



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFT, CNR-MT, CNC-MT, LRE, RPP, AAT, DRI

### Introduction

The Tenant seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- an order pursuant to s. 46 cancelling a 10-Day Notice to End Tenancy;
- an order pursuant to s. 47 cancelling a One-Month Notice to End Tenancy;
- an order pursuant to s. 66 for more time to dispute both notices to end tenancy;
- an order pursuant to s. 43 to dispute a rent increase;
- an order pursuant to s. 70 restricting the Landlord’s right of entry;
- an order pursuant to s. 70 for authorization to change the rental unit’s locks;
- an order pursuant to s. 65 and 67 for the return of personal property; and
- return of her filing fee pursuant to s. 72.

V.S. appeared as the Tenant and was joined by J.F. as her advocate. J.F. also provided translation assistance for the Tenant. The Landlord did not attend, nor did someone attend on the Landlord’s behalf.

The parties affirmed to tell the truth at the hearing.

At the outset I enquired whether the Landlord had been served with the Notice of Dispute Resolution. I was advised that the Tenant had left the Notice of Dispute Resolution at the Landlord’s door. Given the nature of the application, s. 89(1) of the *Act* is the applicable service provision of the *Act*, which does not permit service by leaving application materials at the door as opposed to ss. 88 and 89(2). As the application was not served in accordance with the *Act* and as the Landlord did not attend to confirm its receipt, I am unable to confirm it was served.

I enquired whether the Tenant continued to reside within the rental unit. The Tenant’s advocate advised that the Tenant does not reside within the rental unit and had been

removed by the Landlord. I am advised that the Tenant's position is that she was improperly removed from the rental unit and is seeking monetary damages.

As the Tenant no longer resides within the rental unit, I find that appropriate course is to dismiss the application with leave to reapply, except for the Tenant's claim for the return of her filing fee, which is dismissed without leave to reapply. The Tenant shall bear the cost of failing to properly serve her application.

I make no findings of fact or law with respect to the substantive issues in dispute in the application. This dismissal does not extend any time limitation that may apply under the *Act*.

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: October 28, 2022

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Residential Tenancy Branch