



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT MNSD MNETC FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- I want compensation for my monetary loss or other money owed
- I want part or all of my security deposit and/or pet damage deposit back
- I want compensation because the landlord ended the tenancy and has not complied with the Act or used the rental unit/site for the stated purpose
- I want to recover the cost of the filing fee

The father of the deceased tenant, KEH attended the teleconference hearing. KEH is also the Administrator of the Estate of KH, Deceased. KEH provided evidence to support this information, which was in the form of a Supreme Court Consent Order dated March 23, 2022 from the Vancouver Supreme Court Registry (Consent Order).

KEH was affirmed and the hearing process was explained. An opportunity to ask questions was also provided. The email address of KEH was confirmed and the applicant was advised that the decision will be emailed to the parties.

Preliminary and Procedural Matters

The respondent landlord did not attend the hearing. As a result, service of the Notice of a Dispute Resolution Hearing dated April 12, 2022 (Notice of Hearing) and application and documentary evidence (Hearing Package) were considered. KEH testified that the Hearing Package was served on the landlord, RM (RM) at the email address listed in their application. The address that was listed at the time of the hearing ended with "@email.com" when it was supposed to be "@gmail.com". Given the above, KEH was advised that I was not satisfied on service for two reasons.

Firstly, the email address used by KEH was incorrect and had to be corrected at the time of the hearing. Secondly, and although KEH applied for an order for substituted service via email pursuant 71 of the Act, that application was denied based on a Substituted Service decision dated April 28, 2022, which should be read in conjunction with this decision.

Both parties have the right to a fair hearing. The respondent landlord would not be aware of the hearing without having received the Hearing Package. Based on the above, **I dismiss** the application before me, **with leave to reapply** as I am not satisfied that the landlord has been sufficiently served with the Hearing Package in a manner provided for under the Act. I note this decision does not extend any applicable time limits under the Act.

As the application was dismissed with leave to reapply due to a service issue, I decline to grant the filing fee.

Conclusion

The landlord'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 parties as noted above.

The filing fee is not granted due to the service issue.

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: December 5, 2022

Residential Tenancy Branch