



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRNC CAPITAL REGIONAL HOUSING
CORP and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

RR RP, MNDCT, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss, for an Order requiring the Landlord to make repairs, for a rent reduction, and to recover the fee for filing this Application for Dispute Resolution.

Issue(s) to be Decided:

Are the Tenants entitled to compensation because they were without the use of a washer, dryer, and oven?

Is there a need to issue an Order requiring the Landlord to make repairs?

Background and Evidence:

The male Tenant stated that on February 09, 2023 the Dispute Resolution Package was sent to the Landlord, via email. He stated that the Tenants did not submit any evidence to corroborate this testimony.

The male Tenant stated that the Landlord gave the Tenants written authority to serve hearing documents to them, via email. He stated that the Tenants did not submit any evidence to corroborate this testimony.

Analysis:

The purpose of serving the Dispute Resolution Package to a landlord is to notify them that a dispute resolution proceeding has been initiated and to give them the opportunity to respond to the claims being made by the tenant. When a tenant files an Application for Dispute Resolution in which the tenant applies for a monetary Order and an order for repairs, the tenant has the burden of proving that the landlord was served with the Application for Dispute Resolution in accordance with section 89(1) of the Residential Tenancy Act (Act).

Section 89(1) of the *Residential Tenancy Act (Act)* permits a party to serve an Application for Dispute Resolution to the other party in 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 documents*];
- (f) by any other means of service provided for in the regulations.

Section 43(2) of the *Residential Tenancy Regulation* stipulates that documents described in section 89 (1) of the *Act* may, for the purposes of section 89(1)(f) of the *Act*, be given to a person by emailing a copy to an email address provided as an address for service by the person.

I find that the Tenants have submitted insufficient evidence to establish that the Dispute Resolution Package was served to the Landlord, via email. In reaching this conclusion I was heavily influenced by the absence of any documentary evidence, such as a copy of the email and attachments allegedly sent to the Landlord, that would corroborate the testimony these documents were sent.

As I am not satisfied that the Dispute Resolution Package was properly served to the Landlord and/or that it was received by the Landlord, I am unable to proceed with the hearing in the absence of the Landlord.

As I am unable to proceed with the hearing in the absence of the Landlord, the Application for Dispute Resolution is dismissed, with leave to reapply. The Tenants retain the right to file another Application for Dispute Resolution in regard to these matters.

Conclusion:

The Application for Dispute Resolution is 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: May 29, 2023

Residential Tenancy Branch