



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding 1600 DAVIE LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S

Introduction

On May 15, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the *Act*”) requesting a monetary order to recover the money for the unpaid rent and/or utilities, a monetary order for losses and damages, and permission to retain the security deposit. The matter was set for a conference call.

The Landlord’s agent (the “Landlord”) attended the conference call hearing and was affirmed to be truthful in their testimony. As the Tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing within three days of the Notice of Dispute Resolution Proceeding Package being made available to the applicant by the Residential Tenancy Branch.

The Landlord testified that the Application for Dispute Resolution and Notice of Hearing were served on the Tenant by email sent on September 29, 2022. The Landlord was asked to provide proof of this service; the Landlord testified that they had not submitted any evidence to prove this service.

The Residential Tenancy Branch Rules of Procedure goes on to state that an applicant must be prepared to provide proof of service:

“3.5 Proof of service required at the dispute resolution hearing

At the hearing, the applicant must be prepared to demonstrate to the satisfaction of the arbitrator that each respondent was served with the Notice of Dispute Resolution Proceeding Package and all evidence as required by the *Act* and these Rules of Procedure.”

As the service of the Notice of Dispute Resolution Hearing documents cannot be verified, I find that the Tenant had not been duly served in accordance with sections 3.1 of the Residential Tenancy Branch rules of procedure. Therefore, I dismiss the Landlord's application.

Conclusion

I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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: June 6, 2023

Residential Tenancy Branch