



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT, MNETC

Introduction and Preliminary Matters

On February 4, 2023, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 51 of the *Residential Tenancy Act* (the “*Act*”) and seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

On February 4, 2023, the Tenant applied for a second Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 51 of the *Act* and seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

Both the Tenant and the Landlord attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. All parties in attendance provided a solemn affirmation.

Service of the Notice of Hearing packages was addressed, and the Tenant advised that she only served one Notice of Hearing package as she believed she had cancelled the other Application. However, there are no records of either of these Applications being withdrawn. She testified that this package was served to the Landlord by registered

mail, but she was not sure when she did this and she had no record of having done so. She also claimed that her evidence was contained in that file.

The Landlord confirmed that she received one Notice of Hearing package, with no evidence. She advised that she was confused by this Application as the Notice of Hearing did not contain any details of dispute.

After this Notice of Hearing was read together with the Landlord, it was apparent that the Tenant served a Notice of Hearing package that contained no information about the nature of the dispute. As well, it is likely that the Tenant did not serve her other Notice of Hearing package, which did contain the details of her claims.

As I am not satisfied that the Tenant duly served the Landlord a Notice of Hearing package which outlined the nature of her dispute, I dismiss her Applications with leave to reapply.

Conclusion

The Tenant's Applications are 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: June 23, 2023

Residential Tenancy Branch