



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement; a monetary order for return of the security deposit; and to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

At the commencement of the hearing, I alerted the parties that the *Residential Tenancy Act* does not permit claims for defamation. The tenant advised that the claim includes defamation, and withdrew that portion of the application.

The landlord submitted that the landlord's evidence was sent to the tenant by email, however the tenant indicated that it was not received. The tenant indicated that some of the tenant's evidence was provided to the landlord by email and some by registered mail. However, the landlord indicated that he did not receive the evidence with the exception of a copy of text messages.

The landlord also submitted that the tenant served the Notice of Dispute Resolution Proceeding at the beginning of January, 2023 by registered mail.

A party who makes a claim must serve the respondent within 3 days of receiving the Notice of Dispute Resolution Proceeding from the Residential Tenancy Branch. The tenant advised that he made a claim on the Residential Tenancy Branch website, but withdrew it and made another, but forgot to send the Notice to the landlord.

Since the tenant has not complied, I dismiss the tenant's application with leave to reapply.

I have made no findings of fact or law with respect to the merits of the application, and I make no orders with respect to extending any time limits.

Since the tenant has not been successful with the application, the tenant is not entitled to recover the filing fee from the landlord.

The parties agreed that service of documents may be made by email, and the parties orally provided their respective email addresses.

Conclusion

For the reasons set out above, the tenant's application for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement is hereby dismissed without leave to reapply.

The tenant's application for a monetary order for the return of the security deposit is hereby 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: July 20, 2023

Residential Tenancy Branch