



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act).
The Landlords' application for:

- A Monetary Order of \$4,498.75 for unpaid rent
- A Monetary Order of \$5,895.00 for the Tenant to pay for damages caused during the tenancy
- A Monetary Order of \$1,085.71 for compensation for monetary loss or money owed
- Authorization to retain all or part of the Tenant's security deposit
- Reimbursement of the filing fee

And the Tenant's application for:

- A monetary order of \$5,200.00 for compensation for monetary loss or money owed
- Return of their security deposit
- Reimbursement of the filing fee

Those listed on the cover page of this decision attended the hearing and were affirmed.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

Upon review of the Residential Tenancy Branch (RTB) online Dispute Management System (DMS), I find neither party provided proof of service documents.

Landlord RS testified that they did not serve the Tenant with either the Proceeding Package or supporting documentary evidence. Further the Landlords submitted their

evidence late to the RTB, 12 days prior to the hearing, instead of 14 days prior to the hearing as per RTB Rules of Procedures (Rules).

The Tenant testified that they did not serve the Landlords with the Proceeding Package, and they did not have sufficient time to submit evidence to the RTB and the Landlords.

Section 59(3) of the Act and RTB Rules Rule 3.1 both require that an applicant serve the respondent with these documents within three days of receiving the aforementioned proceeding package from the RTB.

The Landlords and the Tenant did not do this at all. As such, the other party has not been provided notice of this hearing and it would be unfair to proceed with the hearing.

Due to the service issues described above, I dismiss both applications with leave to reapply except for their claim for recovery of the filing fee, which is dismissed without leave to reapply for both applications.

I make no findings on the merits of the application. Leave to reapply is not an extension of any applicable limitation period.

Conclusion

Both applications before me are dismissed with leave to reapply, except for the claims to recover the filing fee, which I dismiss without 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 10, 2024

Residential Tenancy Branch