



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding THE REGENT HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, RPP

Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (“*Act*”), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement, pursuant to section 67; and
- an order requiring the landlord to return the tenant’s personal property, pursuant to section 65.

The landlord did not attend this hearing, which lasted approximately 7 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

Preliminary Issue – Service of Tenant’s Application

The tenant testified that the landlord was personally served with the tenant’s application for dispute resolution hearing package (“*Application*”) on March 19, 2016. The tenant said that he wrote the above date on his *Application* form in front of him during the hearing. When questioned as to why the *Application* was not served within three days of making it, as the tenant’s *Application* was filed on February 29, 2016 and the notice of hearing was for the same date, the tenant changed his testimony to say that the *Application* was actually served on March 2, 2016, in person. When questioned as to why the tenant changed his answer, he said that he had the above date written on his *Application*.

As per section 59(3) of the *Act*, the tenant is required to serve his *Application* upon the landlord within three days of making it. I find that the tenant could not confirm the exact

date of service under section 89 of the *Act*. The tenant changed his testimony to accommodate the three day service rule after I questioned him about it.

At the hearing, I advised the tenant that his entire Application was dismissed with leave to reapply. I notified him that he could file a new application for dispute resolution if he wished to pursue this matter further.

Conclusion

The tenant's entire Application 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: April 19, 2016

Residential Tenancy Branch