



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNDC FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damages to the unit, site or property, for unpaid rent or utilities, and to recover the cost of the filing fee.

The landlord and the landlord's agent attended the teleconference hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), the Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord provided affirmed testimony that the Notice of Hearing, Application and documentary evidence were served on the tenant by registered mail but was unable to provide the tracking number or the date that the package was mailed.

Preliminary and Procedural Matter

At the outset of the hearing, the landlord requested to amend the Application by removing the agent name and agent company name as applicants and replace it with his name as the agents were representing him as the landlord when they applied for dispute resolution. I find that such an amendment does not prejudice the tenant and permit the amendment to name landlord S.T. only pursuant to section 64(3) of the *Act*.

Analysis

Both parties have the right to a fair hearing. The tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and Application. Therefore, **I dismiss** the landlord's application **with leave to reapply** as I am not satisfied that the tenant has been sufficiently served with the Notice of Hearing and Application in a manner provided for under the *Act*. I note this decision does not extend any applicable time limits under the *Act*.

Conclusion

The landlord's application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 2, 2016

Residential Tenancy Branch