



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HENRY PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCL-S, FFL

### Introduction

On July 10, 2018, the Landlord applied for a Dispute Resolution proceeding seeking monetary compensation for unpaid rent pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit to put towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

P.R. attended the hearing as an agent for the Landlord and J.X. attended the hearing as his interpreter. The Tenant did not appear during the 63-minute hearing.

P.R. advised that he served the Notice of Hearing package and evidence to the Tenant by registered mail on July 15, 2018 (the registered mail tracking number is on the first page of this decision). Based on this undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Notice of Hearing package and evidence.

This Application was set down and scheduled to commence via teleconference at 1:30 PM on December 14, 2018; however, the Landlord attempted to call into the hearing and was unable to do so.

On December 14, 2018, the Residential Tenancy Branch re-scheduled this hearing for 1:30 PM on December 28, 2018. New hearing documents were emailed to P.R. and he was informed that these new documents would be mailed to the Tenant. P.R. attempted to call into this second hearing and was unable to do so.

On January 2, 2019, the Residential Tenancy Branch re-scheduled this hearing for 9:30 AM on January 15, 2019. P.R. was advised over the phone by the Residential Tenancy Branch that new hearing documents would be emailed to him with instructions for him to serve the Tenant and that he should provide proof of service of the new hearing documents.

During the hearing, P.R. stated that he did not serve the new hearing documents as it was his understanding that the Residential Tenancy Branch would mail this to the Tenant. When he was advised that instructions for service were emailed to him, he stated that there were no instructions for service in the email he received. Records indicated that specific instructions for service were provided to P.R. in an email sent to him on January 2, 2019 at 11:25 AM, and when he examined this email further, he discovered these service instructions. P.R. stated that he "did not read the email" as he "did not know he had to read emails".

As the Notice of Hearing package had not been served to the Tenant per the instructions provided to P.R., I am not satisfied that the Tenant was served with the Landlord's new Notice of Hearing package. As such, I dismiss the Landlord's Application with leave to re-apply.

As the Landlord was unsuccessful in their claims, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the legislation.

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: January 15, 2019

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Residential Tenancy Branch