



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRT MNSD

Introduction and Analysis

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act) for a monetary order in the amount of \$11,600.00 for the cost of emergency repairs made during tenancy, and for the return of the security deposit.

The tenant attended the teleconference hearing. The landlords did not attend the hearing. As the landlords did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated October 10, 2019 (Notice of Hearing) and application were considered. The tenant testified that they served a tenant in the home, but did not serve either named respondent landlord. The tenant also confirmed that they did not serve the landlord by registered mail. The tenant stated that they wanted to serve the landlord with a police escort but that the police were not available to escort the tenant.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing without having received the Notice of Hearing and application. Therefore, I **dismiss** the tenant's application **with leave to reapply** as I am not satisfied that the landlord 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.

Furthermore, I find the tenant failed to provide a monetary breakdown of the \$11,600.00 amount claim which is required under section 59 of the Act.

Conclusion

The tenant's application is dismissed with leave to reapply due to a service issue and for failing to provide a detailed breakdown of their monetary claim.

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

This decision will be emailed to the tenant and sent by regular mail to the landlord, as an email address for the landlord was not included in the tenant's application.

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: November 7, 2019

Residential Tenancy Branch