



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      FFT, CNC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on December 22, 2020 (the "Application"). The Tenant applied to dispute a One Month Notice to End Tenancy for Cause. The Tenant also sought reimbursement for the filing fee.

The Tenant submitted evidence prior to the hearing. The Landlord did not submit evidence prior to the hearing.

The Tenant attended the hearing with H.G., a friend, to assist. Nobody attended the hearing for the Landlord.

At the outset of the hearing, the Tenant mentioned wanting to make submissions without the Landlord hearing the submissions. I told the Tenant that nobody had called into the hearing for the Landlord; however, what the Tenant said during the hearing was not confidential and could form part of my written decision.

The Tenant indicated at the outset that they were not in a position to deal with the hearing and were seeking an adjournment. The Tenant had submitted a letter from a doctor and referred to this. I told the Tenant there were some preliminary matters that I needed to go over and asked the Tenant if they had served the documents for this hearing on the Landlord. The Tenant advised that the hearing documents had not been served on the Landlord and explained the reasons for this.

I told the Tenant that the Application would be dismissed with leave to re-apply given the Landlord was not served with the hearing documents. The Tenant and H.G. raised concerns about this. I told the Tenant I would consider these concerns and make a final decision in my written decision.

I have considered the issues and concerns raised by the Tenant and H.G. during the hearing as well as the letters submitted from the Tenant's doctor.

These proceedings are governed by the *Residential Tenancy Act* (the "Act") and the Rules of Procedure (the "Rules").

Section 59(3) of the *Act* states:

(3) Except for an application referred to in subsection (6), a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the director.

Rule 3.1 of the Rules states:

The applicant must, within three days of the Notice of Dispute Resolution Proceeding Package being made available by the Residential Tenancy Branch, serve each respondent with copies of all of the following:

- a) the Notice of Dispute Resolution Proceeding provided to the applicant by the Residential Tenancy Branch, which includes the Application for Dispute Resolution;
- b) the Respondent Instructions for Dispute Resolution;
- c) the dispute resolution process fact sheet...provided by the Residential Tenancy Branch; and
- d) any other evidence submitted to the Residential Tenancy Branch...

Rule 3.5 of the Rules states:

### 3.5 Proof of service required at the dispute resolution hearing

At the hearing, the applicant must be prepared to demonstrate to the satisfaction of the arbitrator that each respondent was served with the Notice of Dispute Resolution Proceeding Package and all evidence as required by the Act and these Rules of Procedure.

Here, the Tenant did not serve the Landlord with the hearing package. Although I understand the concerns raised by the Tenant and H.G., service of the hearing package is a precondition to an arbitrator proceeding to hear an Application for Dispute Resolution. The service requirement is part of administrative fairness because in the absence of service of the hearing package, the respondent would not be aware of the hearing and could not appear at the hearing to respond to the Application for Dispute Resolution. Here, the Landlord would not have been aware of the hearing and could not have appeared to respond to the Application or adjournment request. In these circumstances, I cannot proceed to hear the Application. The Application is dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Act*.

### Conclusion

The Application is dismissed with leave to re-apply. This decision does not extend any time limits set out in the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 23, 2021

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Residential Tenancy Branch