



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC
 OPR-DR, MNR-DR, MNDL, MNDCL, MNRL, FFL

Introduction

This hearing was scheduled to convene at 1:30 p.m. on May 3, 2022 concerning applications made by a tenant and by the landlords. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities and for an order that the landlords comply with the *Residential Tenancy Act*, regulation or tenancy agreement.

The landlords applied by way of the Direct Request process as against 2 tenants for an Order of Possession and a monetary order for unpaid rent or utilities, which was referred to this participatory hearing. The landlords also amended the application to claim monetary compensation for damage to the rental unit or property; a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; a monetary order for unpaid rent or utilities; and to recover the filing fee from the tenants for the cost of the application.

Both landlords attended the hearing, however the line remained open while the telephone system was monitored for in excess of 10 minutes and no one for the tenants joined the call. Therefore, I dismiss the tenant's application in its entirety without leave to reapply.

The landlords made submissions indicating that the tenant (JP) was served with the landlords' hearing package by email and have provided a copy of the email with attachments. The landlords also submitted that the tenants have vacated the rental unit and the tenant named in the tenancy agreement provided an email address in handwriting on the tenancy agreement but did not give express consent to serving legal documents by email.

I refer to Residential Tenancy Policy Guideline 12 - Service Provision, which states, in part:

To serve documents by email, the party being served must have provided an email address specifically for the purposes of being served documents. If there is any doubt about whether an email address has been given for the purposes of giving or serving documents, an alternate form of service should be used, or an order for substituted service obtained.

Providing an email address in handwriting on a tenancy agreement for communication purposes does not constitute giving an email address specifically for the purpose of being served documents.

The landlords are at liberty to make an application for substituted service, and I dismiss the landlords' application with leave to reapply.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

The landlords' application is hereby 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: May 03, 2022

Residential Tenancy Branch