



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction and Preliminary Matters

On January 9, 2022, the Tenants made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On January 19, 2022, this Application was set down for a teleconference hearing on August 30, 2022 at 1:30 PM.

Tenant A.A. attended the hearing; however, the Landlord did not make an appearance at any point during the 15-minute teleconference. At the outset of the hearing, the Tenant was informed that recording of the hearing was prohibited, and he was reminded to refrain from doing so. As well, he provided a solemn affirmation.

On January 31, 2022, the Tenants made an Application for Substituted Service. A Decision, dated February 22, 2022, was rendered and the Tenants were permitted to serve the Landlord by email to a specified email address.

He advised that he served the Landlord the Notice of Dispute Resolution Proceeding package, with supporting documents and evidence, along with a copy of the Substituted Service Decision, by email on March 27, 2022, and he referenced the email submitted as proof of service. However, in this proof of service, it is evident that the email that he used was different from the one that he was permitted to use in the Substituted Service Decision.

As the Notice of Hearing package was not served to the Landlord in a manner that complied with the Substituted Service Decision, I am not satisfied that the Landlord was

sufficiently served the Notice of Hearing package. As such, I have dismissed this Application with leave to reapply.

As the Tenants were not successful in this claim, I find that the Tenants are not entitled to recover the \$100.00 filing fee paid for this Application.

Conclusion

Based on the above, I dismiss the Application for Dispute Resolution with leave to reapply. However, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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: August 31, 2022

Residential Tenancy Branch