



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

A matter regarding PACE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI MNDCT OLC RP PSF FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

- Dispute a rent increase,
- Monetary claim of \$850,
- Order directing the landlord to comply with the Act, Regulation or tenancy agreement,
- Regular repairs to the unit, site or property,
- Provide services or facilities agreed upon but not provided,
- Filing fee.

The tenant attended the teleconference hearing. The tenant was affirmed and the hearing process was explained.

Preliminary and Procedural Matters

At the outset of the hearing, a party that did not identify themselves was advised that if they did not identify themselves, they would be disconnected from the hearing. As that party failed to identify themselves, they were disconnected at 9:32 AM. Two minutes later, the same party matching the phone number of the disconnected party called back into the hearing and identified themselves as the tenant. The tenant stated that they had a problem with their phone.

The tenant confirmed their email address at the outset of the hearing and stated that they understood that the decision would be emailed to them.

The tenant confirmed that they did not have an active email address for the landlord. The tenant testified that the landlord had moved since they filed their application. The updated landlord address was not amended in the tenant's application.

The tenant was advised that they would need to prove service so was asked how they served the Notice of Dispute Resolution Hearing/Application (Hearing Package) on the landlord. The tenant was given many minutes to locate documents to assist them with answering service-related questions.

The tenant then testified that they served "Courtney" and spelled the name of the person they served. The tenant stated that Courtney was served on November 25, 2022 at 4:04 PM at the old landlord location. The tenant then changed their testimony to the name "Kelly" and said that Kelly signed a Proof of Service for a Direct Request Proceeding. The tenant was advised that this matter was not a Direct Request and that no Proof of Service document was submitted in evidence by the tenant for my consideration.

The tenant then testified that they attempted to serve a USB stick on Kelly but that Kelly would not accept that evidence. The tenant did not serve a USB stick on the Residential Tenancy Branch (RTB).

The tenant then said when they went to the Service BC office, the Service BC office advised the tenant that they would be serving the documents. The tenant was advised that Service BC does not serve any parties with RTB documents.

Both parties have the right to a fair hearing. The landlord would not be aware of the hearing process without having received the Notice of Dispute Resolution Hearing/Application. I find the tenant's testimony to be contradictory as it changed between Courtney and then Kelly and the tenant claims Service BC would be serving the Hearing Package, when Service BC does not serve RTB documents on any parties.

Based on the above, of which the tenant was advised during the hearing, **I dismiss** the tenant's application **with leave to reapply** as I am not satisfied that the landlord has been sufficiently served with the Hearing Package, which also contains the application. I note this decision does not extend any applicable time limits under the Act.

I do not grant the filing fee due to the service issue.

The tenant then stated that they had someone at the door and needed to get a package, so the hearing was concluded, and the tenant advised that they would receive the decision via email.

Conclusion

The tenant's application is dismissed with leave to reapply due to a service issue.

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.

The filing fee is not granted due to the service issue.

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: March 28, 2023

Residential Tenancy Branch