



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes:

RP; PSF; MNDC

Introduction

This is the Tenant's application for compensation for damage or loss under the Residential Tenancy Act (the "Act"), regulations, or tenancy agreement; for an Order that the Landlord make repairs to the rental unit; and for an Order that the Landlord provide services required by law.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Preliminary Matters

At the outset of the Hearing, it was determined that the tenancy has ended. The Tenant has applied for Orders that the Landlord provide services required by law and make repairs to the rental unit. This portion of her application is dismissed, as the Tenant is no longer living in the rental unit and the tenancy has ended.

It was also determined that the Landlords' last name was spelled incorrectly. Therefore, I amended the Tenant's application to reflect the correct spelling of the Landlords' last name.

The Hearing continued with respect to the Tenant's application for monetary compensation.

Issues to be Decided

- Is the Tenant entitled to the monetary award pursuant to the provisions of Section 67 of the Act?

Background and Evidence

Neither party provided a copy of the tenancy agreement in evidence, however the

parties agreed that there is a written tenancy agreement and that the tenancy started in July, 2011. The parties also agreed that the monthly rent was \$700.00 and that the Tenant paid a security deposit at the beginning of the tenancy, but neither party was certain of the amount paid.

The Tenant is applying for compensation for damage to her mattress and a shelving unit as a result of water damage at the rental property.

The Landlord testified that the rental unit is the top floor of a two storey building. He stated that the water damage occurred in the lower suite and that therefore the Tenant was not entitled to any compensation. He stated that the Tenant actually owes him money for disposing of garbage at the end of the tenancy, loss of rental income and other matters. The Landlord stated that he wished to file his own claim, but that the Tenant refused to provide her forwarding address in order to serve her. He stated that he was also unable to provide her with copies of the documentary evidence he provided to the Residential Tenancy Branch because her Application lists the rental unit as her address for service.

The Tenant testified that she had to leave the rental unit under duress and that she was staying at a women's shelter because of an abusive relationship with the tenant in the lower suite. She testified that she was not allowed to provide the address of the shelter, but that she now has a new address which she is happy to provide the Landlord. The Tenant provided her new address for service during the Hearing.

I adjourned the Hearing to allow the Landlord to file a cross application. I explained to the Landlord that his application would be scheduled for the same time and date as the Tenant's adjourned application and ordered the Landlord to file his application within two weeks, by 4:00 p.m., March 29, 2012.

I further ordered that both parties provide me, and each other, a copy of the tenancy agreement.

I further ordered that the Landlord serve the Tenant with copies of the documentary evidence that he provided to the Residential Tenancy Branch forthwith.

This matter is adjourned to the date and time provided on the enclosed Notice of Adjourned Hearing document. The Tenant is not required to serve the Landlord with a copy of this Notice.

The Landlords' Application, once filed, will be scheduled for the same date and time as the Tenant's reconvened Hearing.

Conclusion

This matter will reconvene at the date and time noted on the enclosed Notice of Adjourned Hearing document.

The Landlord is **hereby ordered to file his cross application within two weeks of receipt of this Interim Decision. The Landlords' Application, once filed, will be scheduled for the same date and time as the Tenant's reconvened Hearing.**

I hereby **order that both parties provide me, and each other, a copy of the tenancy agreement forthwith.**

I hereby **order that the Landlord serve the Tenant with copies of the documentary evidence that he provided to the Residential Tenancy Branch forthwith.**

This interim 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: March 20, 2012.

Residential Tenancy Branch