



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Holdfast Consultants Inc.
and [tenant name suppressed to protect privacy]

INTERIM DECISION

Dispute Codes:

Tenant's application (filed February 20, 2013, amended April 25, 2013): MNDC; MNSD

Landlord's application (filed March 24, 2013): MNR; MNDC

Introduction

This Hearing was convened on May 16, 2013, to consider cross applications. The Tenant seeks return of her security deposit and compensation for damage or loss under the Act, regulation or tenancy agreement. The Landlord seeks a monetary award for unpaid rent and compensation for damage or loss under the Act, regulation or tenancy agreement.

The Tenant amended her Application on April 25, 2013, to increase the amount of compensation claimed.

It was determined that the parties exchanged their respective Notices of Hearing documents in accordance with the provisions of the Act and the Rules of Procedure. It was also determined that the parties had exchanged their documentary evidence.

Issues to be Decided

1. Is the Tenant entitled to double the amount of the security deposit pursuant to the provisions of Section 38 of the Act?
2. Is the Tenant entitled to compensation for a reduction in the value of the tenancy due to the Landlord's breach of the Act, pursuant to the provisions of Section 67 of the Act?
3. Is the Tenant entitled to compensation for moving costs, pursuant to the provisions of Section 67 of the Act?
4. Is the Landlord entitled to compensation for loss of revenue due to the Tenant's breach of the tenancy agreement and the Act, pursuant to the provisions of Section 67 of the Act?
5. Is the Landlord entitled to compensation for the cost of cleaning the rental unit?
6. Is the Landlord entitled to compensation for the cost of advertising the rental unit as a result of the Tenant's breach of the Act and the tenancy agreement?

Background and Evidence

The Tenant and her advocate gave submissions with respect to the Tenant's application, including the two witness's testimony. The Landlord was afforded the opportunity to cross examine the witnesses. I have not recorded these submissions in this Interim Decision and will record them with my final Decision.

The time allotted for the Hearing ran out before the Landlord had an opportunity to provide submissions. Therefore, these matters were adjourned to a time to be determined.

The parties were advised that no further documentary evidence would be accepted.

We discussed the parties' future availability and determined that they would both be available after August 1, 2013, for the reconvened Hearing. It was also determined that the Tenant's advocate was available on Tuesdays, Thursdays, or Fridays only.

Conclusion

This Hearing is adjourned to the time and date provided on the enclosed Notice of Reconvened Hearing. Neither party is required to serve the other with the enclosed Notice.

No further documentary evidence will be accepted by either party.

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: May 24, 2013

Residential Tenancy Branch