



Dispute Resolution Services

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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 originally 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.

The Tenant provided her submissions on May 16, 2013, but the time allotted for the Hearing ran out before the Landlord had an opportunity to provide submissions. An interim decision was provided on May 24, 2013, which should be read in conjunction with this interim decision.

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 Landlord gave submissions with respect to his application on August 8, 2013. I have not recorded these submissions in this Interim Decision and will record them in my final Decision.

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

I ordered that the Tenant provide the Residential Tenancy Branch with an original envelope that she stated she has in her possession, and to provide the Landlord with a copy of the envelope. I also ordered both parties to provide the Residential Tenancy Branch and me with a Monetary Work Sheet outlining their respective monetary claims. I ordered that service be done by mailing the documents to each other, within 5 days of today's date (by August 13, 2013).

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.

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: August 09, 2013

Residential Tenancy Branch