



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes:

Landlord's application (filed May 15, 2013): MND; MNR; MNSD; FF

Tenants' application (filed May 22, 2013): MNDC; MNSD

Introduction

This Hearing was convened to consider the cross applications. The Landlord is seeking a monetary award for damages and unpaid rent; to apply the security deposit and pet damage deposit against his monetary award; and to recover the cost of the filing fee from the Tenants.

The Tenants seek return of the pet damage deposit and security deposit.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided 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

The Landlord testified that he left the Notice of Hearing documents and copies of his documentary and digital evidence in the mail box by the front door at the Tenants' forwarding address on May 15, 2013. The Tenants acknowledged receiving the documents. Therefore, although the Landlord did not serve the Tenants in accordance with the requirements of Section 89 of the Act, I am satisfied that the Tenants were sufficiently served for the purposes of this Hearing. The Tenant stated that he could not access the Landlord's digital evidence.

It was established that the Tenants served the Landlord with the Notice of Hearing documents by handing the documents to the Landlord on May 25, 2013. Copies of their documentary evidence were left on the Landlord's front step on July 31, 2013. The Landlord stated that he did not get the Tenant's documentary evidence until the day before the Hearing.

At the outset of the Hearing, there was a disagreement with respect to the amount that the Tenants paid in security and pet damage deposits. The Tenants stated that they paid \$400.00 for the security deposit and \$400.00 for the pet damage deposit. The Landlord stated that the Tenants paid a total of \$600.00 for both deposits. Both parties stated that they had a receipt to prove the amount that was paid.

As there were issues with service of documents, I adjourned this matter to allow the Landlord time to consider the Tenant's documentary evidence. The Tenant has not been able to open the Landlord's digital evidence, and therefore the Landlord may serve the Tenant with a hard copy of the three photographs contained on the CD.

I ordered the parties to provide me, and each other, with a copy of the receipt for the deposits. I ordered that they mail each other their copy of the receipt within 5 days (by August 13, 2013).

This matter is adjourned to the date and time provided on the enclosed Notice of Reconvened Hearing. Neither party is required to serve the other with this 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 12, 2013

Residential Tenancy Branch