



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METROTOWN INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, MNDC, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenant applied for a monetary order for return of double the security deposit and compensation for loss of quiet enjoyment. The landlord applied for a Monetary Order for damage to the rental unit and authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

I determined that the landlord did not serve the tenant with the landlord's Application for Dispute Resolution and evidence in accordance with the Act as the tenant has moved since filing her Application for Dispute Resolution and did not provide the landlord with a current service address. Although the tenant was willing to provide a new service address during the hearing, the landlord insisted upon receiving it in writing as required by the Act. Therefore, I dismissed the landlord's Application for Dispute Resolution with leave to reapply.

The tenant had not submitted any evidence to support her contention that she provided the landlord with her forwarding address in writing prior to filing her Application for Dispute Resolution; thus, I found her request for return of double the security deposit to be premature. Nor, did the tenant provide sufficient particulars related to her request for compensation for loss of quiet enjoyment when filing her Application for Dispute Resolution, as required under section 59 of the Act, and I did not proceed to hear this matter. The tenant did serve the Residential Tenancy Branch with late submissions and evidence; however, the landlord only received the late submissions the day before this hearing since the tenant used an address that is different than the landlord's service address as it appears on her tenancy agreement. In light of these considerations, I dismissed the tenant's application with leave to reapply.

With respect to the security deposit, the parties were informed that tenant must first give the landlord with her forwarding address in writing and once she has done that the landlord has 15 days to act in accordance with the requirements of the Act. .

This 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 20, 2013

Residential Tenancy Branch

