



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNSD, RPP

This is an application filed by the Tenant for an order cancelling a notice to end tenancy issued for cause, a monetary order request for the return of all or part of the pet damage and/or security deposits and for the Landlord to return the Tenant's personal property.

The Tenant attended the hearing by conference call and gave undisputed testimony. The Landlord did not attend or submit any documentary evidence. The Tenant states that the Landlord was served with the notice of hearing package by Canada Post Registered Mail on September 24, 2013 and has provided a copy of the Customer Receipt Tracking number as confirmation. The Tenant also states that an online search of the Canada Post website shows that the Landlord signed for the package on October 15, 2013. As such, I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

At 10 minutes past the start of the hearing time, the Tenant's Application to cancel the notice to end tenancy dated August 19, 2013 was granted. The Landlord failed to attend to provide details of cause for the notice to end tenancy. The Tenancy shall continue.

The Tenant also clarified during the hearing that the request for the return of personal property was in reference to metal roofing parts regarding an agreement for service for the installation of a roof at the Landlord's residence. The Tenant stated that this was a separate agreement not related to the tenancy. As such, this portion of the application is dismissed for lack of jurisdiction.

It was also clarified by the Tenant that the request for the return of the pet damage and/or security deposits were premature as the Tenancy continues and the Tenant is still occupying the rental unit. This portion of the Tenant's Application is dismissed with leave to reapply.

The Tenant has also clarified that he was seeking \$800.00 for Hay that the Tenant spent to feed the Landlord's horses. The Tenant has also clarified that this claim is not in relation to the tenancy and was a separate issue. As such, this portion of the application is dismissed for lack of jurisdiction.

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: October 23, 2013

---

Residential Tenancy Branch

