



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACON PROPERTY MANAGEMENT RICHMOND GARDENS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, MNDC, O, RP

Introduction

This hearing was convened by way of a conference call in response to an application made by the tenant for the landlord to: make emergency repairs for health and safety reasons; make repairs to the unit, site or property; provide money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the Act), regulation or tenancy agreement; and 'other' issues for which none were identified during the first hearing.

The tenant and the landlord's agent appeared for both hearings and both parties provided documentary evidence in advance of the hearings. No issues in relation to the service of hearing documents and evidence under the Act were raised by any of the parties.

At the start of the first hearing which took place on October 4, 2013, the tenant indicated that he had vacated the rental suite and as result, he withdrew his application for the landlord to make repairs and emergency repairs to the rental unit and the only issue left for the hearing to deal with was the tenant's monetary claim.

The hearing was adjourned because the landlord's agent claimed that the tenant had used evidence which he had got from the internet to purport this to be evidence of mice in his rental unit for which he wanted compensation from the landlord as a result of the landlord not dealing with this problem. The tenant also claimed that he had video footage to prove his case which had not been submitted prior to the first hearing. As a result, the first hearing was adjourned.

During the second hearing, the landlord had provided additional evidence to disprove the tenant's claim and the tenant had failed to provide any additional evidence for the second hearing. As a result, the tenant withdrew his entire application.

The tenant also mentioned that he had given the landlord a forwarding address on the condition inspection report and that the landlord had sent him evidence to this forwarding address which he had provided during the first hearing; however, this was obtained to confirm the address for the adjournment letters.

The tenant had not applied for the return of the security deposit and there was no condition inspection report submitted as evidence for these hearings. As a result, with the agreement of the landlord, I have put the landlord on notice that he will be deemed to have received the decision 5 days after the date it was written and will have 15 days from that date of receipt (by December 10, 2013) to deal with the deposit pursuant to Section 38 of the *Act*. The tenant confirmed the address to the landlord during the second hearing.

Conclusion

For the reasons above, I dismiss the tenant's application without leave to reapply.

This does not affect the rights and obligations of the parties in relation to the return of the security deposit.

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: November 20, 2013

Residential Tenancy Branch

