



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, PSF

### Introduction

This hearing was convened by way of conference call in response to a Tenants' Application for Dispute Resolution (the "Application") for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement and for the Landlord to provide services or facilities required by law.

The Tenants provided a copy of the Canada Post tracking number as evidence for the service of the Application and Notice of Hearing documents to the Landlord by registered mail on January 16, 2014 in accordance with section 89(1)(c) of the Act. Section 90(a) of the Act states that a document served in this manner is deemed to have been received five days after mailing it. A refusal to accept or pick up registered mail documents is not sufficient to avoid service or file an Application for Review. As a result, I find that the Landlord was deemed served the hearing documents on January 21, 2014 in accordance with the Act.

No other evidence was provided by any of the parties prior to the hearing. One of the Tenants appeared for the hearing and provided affirmed testimony during the hearing. However, there was no appearance or submission of evidence prior to the hearing by the Landlord despite being served with notice of the hearing in accordance with the Act.

### Preliminary Issues

At the start of the hearing, the Tenant confirmed that they had moved out of the rental suite on February 22, 2014 because the landlord had verbally evicted them. As a result, with the Tenant's consent, I amended the Tenant's Application with the Tenants' new address in accordance with section 64(3)(c) of the Act.

When the Tenant was asked about what issues she wanted to have addressed in her Application, the Tenant explained that she was seeking monetary compensation from the Landlord because the Landlord had ended her tenancy without proper written notice

and was claiming for costs associated with this, as well as utility charges she had incurred as a result of having her services terminated.

The Tenant had not indicated on her Application about her intention to claim for monetary compensation from the Landlord and therefore the Landlord has not been put on any notice for this monetary claim by the Tenant.

As there was no appearance by the Landlord and no notice given to the Landlord for such a monetary claim by the Tenant, I was not willing to amend the Tenant's Application and hear the Tenants' monetary claim in relation to this. However, the Tenants are at liberty to make an application for monetary compensation.

### Conclusion

As the issues sought to be addressed by the Tenant on this Application are now moot, because the Tenants have left the tenancy, I dismiss the Tenants' Application.

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: February 28, 2014

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Residential Tenancy Branch

