



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0695910 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, RP

Introduction

This hearing was scheduled to deal with a tenant's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement; Orders for compliance and repair orders. 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

The landlords confirmed receipt of the tenant's Application for Dispute Resolution by way of registered mail and her evidence by way of a fax sent on May 26, 2014. The tenant explained that she submitted late evidence as she was busy, sick and unaware of the need to submit it until advised by her Advocate.

The landlord submitted that their response and evidence was sent to the tenant via registered mail on April 23, 2014 along with hearing documents for a Landlord's Application for Dispute Resolution scheduled to be heard in August 2014. The landlord explained that the tenant had provided the rental unit as her service address on the Application for Dispute Resolution; however, she had already abandoned the rental unit. Thus, the landlord's used the return address that appeared on the registered mail envelope for serving the tenant.

The tenant confirmed that the return address appearing on the registered mail envelope continuing her Application for Dispute Resolution is her current address of residence and she confirmed receiving documentation related to the Landlord's Application for Dispute Resolution but she denied receiving evidence that appears related to the tenant's claims.

The tenant confirmed that she filed an Application for Dispute Resolution, listing her service address as the rental unit address, on the same day she moved out of the rental unit. The tenant confirmed that she did not serve the landlord's with an amended Application or otherwise inform the landlords that her service address for purposes of receiving evidence this dispute was different than that appearing on the Application for Dispute Resolution. Rather, the only indication of a different address was the return address that was written on the registered mail envelope.

As the parties were informed, an applicant must provide the respondents with a service address at which they may receive evidence and submission in response to their claims. I found that writing a different address on the envelope containing the Application for Dispute Resolution was insufficient to put the landlords on notice to use an address different than that appearing on the Application for Dispute Resolution. The parties were also informed that the Rules of Procedure require an applicant to serve the respondent with any evidence available to them at the time of filing. I noted that the tenant's evidence was obtained April 3, 2014 and could have been served along with the Application for Dispute Resolution.

Both parties indicated a willingness to deal with the tenant's claims at the same time the landlord's claims are heard in August 2014. The parties were provided information with respect to requesting hearings be joined together and dealt with as cross applications.

In the above described circumstances, I determined it was appropriate to dismiss the tenant's Application for Dispute Resolution with leave to reapply.

Conclusion

The tenant's Application was dismissed with leave to reapply.

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: May 29, 2014

Residential Tenancy Branch

