



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

The landlord has filed an application to retain the security deposit and seek a monetary order for money owed or compensation for damage or loss.

Both parties attended the hearing by conference call and gave testimony. The tenant objected to the late evidence provided by the landlord.

The landlord clarified that the monetary order is being sought because the tenant failed to clean the rental unit, has caused damage to the walls and has caused strata fines to be charged to the landlord.

The landlord seeks an adjournment to obtain an English interpreter to assist in the hearing process. The tenant objects as they are prepared to continue. After repeated attempts to conduct the hearing, the hearing was adjourned due to the inability of the landlord to effectively communicate in English. The tenant also stated that she objected to the landlord's late evidence package which she received the night before the hearing. The landlord filed this same late evidence on April 2, 2014, two days before the hearing with the Residential Tenancy Branch. The landlord stated that this was important evidence. The hearing was adjourned for the landlord to obtain an English interpreter to assist in the hearing process and to allow the tenant an opportunity to respond to the landlord's late evidence package. Both parties confirmed their addresses on the application and were informed that a new notice of hearing letter would be sent out to the confirmed addresses. An interim decision was made granting the adjournment with a condition that no new evidence would be filed, except the tenant in rebuttal to the landlord's late evidence package.

On June 6, 2014 a conference call hearing was conducted for the adjournment and after waiting 10 minutes with the tenant, M.A. and S.S. the landlord's application was dismissed without as the landlord failed to attend.

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: June 6, 2014

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Residential Tenancy Branch

