



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: CNC, LAT, LRE, MT, O, OLC, PSF, RR, MNDC, FF

Introduction

This Application for Dispute Resolution by the tenant seeks to cancel a One-Month Notice to End Tenancy for Cause, an order allowing the tenant to change the locks, restricting the landlord's access, to force the landlord to comply with the Act, and to provide services and facilities required by law. The tenant is seeks monetary compensation for loss of value to the tenancy. The tenant also requested more time to dispute the One Month Notice to End Tenancy for Cause. However, the tenant had made the application to dispute the 1- Month Notice within the 5-day deadline.

Both parties were present and at the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the testimony and properly served evidence.

Preliminary Matters

Portions of Dispute are Moot

At the outset of the hearing the parties advised that the tenant had vacated the property on June 15, 2014. Therefore the tenant's request to cancel the One-Month Notice to End Tenancy for Cause and the requests for orders allowing the tenant to change the locks, restricting the landlord's access, forcing the landlord to comply with the Act and compelling the landlord to provide services and facilities required by law are now moot in this dispute.

Compliant Service of Respondent's Evidence

The applicant tenant confirmed that they did not receive the landlord's evidence package. The tenant testified that they did not have a residential address and merely provided the landlord with the dispute address where their mail would be

held until they had a forwarding address or returned from abroad. The tenant pointed out that they requested service by email.

The landlord testified that they did serve the evidence package to the Residential Tenancy Branch, which was received, and by registered mail to the address given by the tenant, that being the dispute property vacated by the tenant.

I find the landlord's evidence was not served properly in accordance with the Act, but this was due to the tenant's failure to provide a valid service address where registered mail could be received by the tenant. Serving by Email is not valid.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation under section 67 of the Act?

Background and Evidence

The tenancy began on March 1, 2014 and the tenant vacated on June 15, 2014, pursuant to a One Month Notice to End Tenancy for Cause effective June 30, 2014. The rent was \$1,800.00 and the landlord is holding a security deposit of \$900.00. The tenant is claiming \$5,567.00 for various losses including a claim for a total rent abatement.

A mediated discussion ensued, the outcome of which was a mutual agreement between the parties that the landlord will refund the tenant's security deposit in full satisfaction of this claim and all future claims with respect to this tenancy.

Based on the evidence and testimony, I find that the above matters under dispute in the tenant's application have been adequately resolved.

Conclusion

The dispute was resolved by mutual agreement and the tenant accepted a refund of the security deposit in full satisfaction of this and any potential future claims by either party.

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: July 03, 2014

Residential Tenancy Branch

