



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR; MND; MNDC, MNSD; FF

Introduction

This is the Landlord's application for a Monetary Order for damages, unpaid rent and loss of revenue; to retain the security deposit in partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

This matter was originally convened on July 10, 2014. Both parties signed into the Hearing and gave affirmed testimony.

At the July 10th Hearing, the Landlord testified that he served the Tenant with the Notice of Hearing documents on March 27, 2014, by handing the documents to the Tenant at an address that he found by using the services of a skip tracer. The Landlord testified that he served the Tenant with his documentary evidence by regular mail, sent June 30, 2014, to the same address. The Tenant signed into the July 10th Hearing, and therefore I find that the Tenant was sufficiently served with the Notice of Hearing documents on March 27, 2014, pursuant to the provisions of Section 71(2) of the Act.

The Tenant stated that he did not receive the Landlord's documentary evidence and that he had moved. The Tenant gave his forwarding address during the Hearing.

I ordered that the Landlord re-serve the Tenant with his documentary evidence within 10 days at the address that the Tenant gave during the Hearing. I ordered that this be done by registered mail. I further ordered that the Tenant serve the Landlord with his documentary evidence by registered mail within 10 days of receipt of the Landlord's documentary evidence. I ordered that the Landlord provide any rebuttal evidence within 10 days of receipt of the Tenant's evidence.

The matter was adjourned to September 16, 2014, at 11:00 a.m., by teleconference. Both parties were given the sign-in particulars during the Hearing and were advised that they would also receive a Notice of Reconvened Hearing from the Residential Tenancy Branch.

At the reconvened Hearing, the Landlord testified that he sent his documentary evidence to the new address provided by the Tenant on July 10, 2014, by registered mail sent on July 31, 2014. The Landlord testified that the Tenant did not serve him

with any documentary evidence. The Tenant did not provide the Residential Tenancy Branch with any documentary evidence either.

The Landlord stated that the insurance company had broken down the damage claim into 19 different claims, each with a \$1,000.00 deductible. The Landlord testified that he has not decided how to proceed with his claim for damages and asked to withdraw his claim at this time to seek legal advice.

The Tenant did not sign into the Hearing, although he was aware of the date, time and sign-in particulars, and therefore I find there is no prejudice to the Tenant to allow the Landlord to withdraw his application. The Landlord is at liberty to re-apply within the legislated time frames.

Conclusion

The Landlord's application is withdrawn. The Landlord is at liberty to re-apply. This does not extend any existing time limits that may apply.

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: September 30, 2014

Residential Tenancy Branch

