



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes CNR, MNDC, OLC, RP, RPP, LRE, OPR, MNR, MNSD, ET, FF

Introduction

In the first application the tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent, an order that the landlord comply with the law and tenancy agreement, an order that the landlord make repairs and return personal property, to suspend or set conditions on the landlord's right of entry and for a monetary award for work done on the premises, for stolen property, and for Hydro bills. In the second application Ms. C., one of the two landlords, applied for an order of possession and a monetary award for unpaid rent.

Since those applications were brought in July 2014, the tenant has vacated the property and the landlord has retaken possession. As a result, the tenant's request to cancel the Notice, his request for a compliance order and to restrict the landlord's right of entry are now redundant. Similarly the landlord's request for an order of possession is now moot.

At the hearing on September 30th the matter was adjourned to permit the trading of evidence.

At the hearing on October 22nd it was apparent that in her evidence the landlord wished to advance an additional claim for damages in the nature of cleaning and repair costs arising since recovering possession. While at first the parties expressed a desire to resolve those issues as a part of this dispute resolution, despite the lack of a formal amendment to the landlord's claim, it became apparent that the claim was premature. In the limited time available the landlord had not amassed, filed and traded with the tenant the evidence normally required to establish such a claim, nor had the tenant been given a reasonable opportunity to file and trade responding material.

As a result, the landlord's claim for damages relating to the cleaning, repair and restoration of the premises will not be dealt with at this hearing and the landlord must make a new application for that relief.

At the October 22nd hearing it was intimated that her claim relating to cleaning, repair and restoration would be “dismissed with leave to re-apply” but on reflection, she has not made an official application for those items and so “dismissal” was not an appropriate term to use.

In conclusion, the landlord is free to make a new application for damages arising from the alleged state of the premises as left by the tenant.

The remainder of the original claims have been adjourned to October 31, 2014 at 3:00 pm with instruction to the tenant to immediately provide the landlord with evidence in the form of a “memory stick” or USB device late filed with the Residential Tenancy Branch but not yet provided to the landlord.

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: October 22, 2014

Residential Tenancy Branch

