



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, CNR, LRE, MNDC. OLC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 Notice to End Tenancy was sufficiently served on the Tenant by posting on September 1, 2014. The landlord testified they served a copy of the Application for Dispute Resolution on the Tenant by posting on October 9, 2014. The tenant testified she did not receive it. The tenant testified she served a copy of the Application for Dispute Resolution on the Landlord by mailing, by express post to where the landlord resides. .

### Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on June 1, 2014. The rent is \$1000 per month payable on the first day of each month. The tenancy agreement provides that the tenant paid a security deposit of \$500 at the start of the tenancy. The tenant(s) testified she paid a \$200 pet damage deposit as well. The landlord denies this.

The tenant testified she was assaulted by the landlord's husband and left the rental property on September 17, 2014 to move to a shelter. She testified she was not able to remove her belongings until October 5, 2014. The landlord testified the tenant moved her belongings on October 11, 2014.

Landlord's Application:

It is no longer necessary to consider the landlord's application for an Order for Possession as the tenant has vacated the rental unit. I dismissed the landlord's application for a monetary order with liberty to re-apply as the landlord failed to prove sufficient service on the tenant. The landlord testified she served the tenant by posting on the rental unit on October 9, 2014. The tenant testified she never received it and she had vacated the rental unit by that date.

Tenant's Application::

It is no longer necessary to consider the tenant's application for an order cancelling the 10 day Notice to End Tenancy, for an order that the landlord comply with the Act and for an order suspending or setting conditions on the landlord's right to enter the rental unit as the tenant has vacated the rental unit and the tenancy has come to an end.

The Application for Dispute Resolution filed by the tenant claims a monetary order of \$1200. Rule 2.5 of the Rules of Procedure provide as follows:

**2.5 Documents that must be submitted with an application for dispute resolution**

To the extent possible, at the same time as the application is submitted to the Residential Tenancy Branch, the applicant must submit to the Residential Tenancy Branch:

- a detailed calculation of any monetary claim being made;

The Application for Dispute Resolution filed by the tenant failed to provide details of the claim. To continue with the hearing of this matter in the absence of details would result in a denial of natural justice as the landlords. The tenant stated that she was not able to

proceed today as her advocate had another engagement and she requested an adjournment. I do not have a letter or anything from the advocate. The tenant stated she was looking for the return of her security deposit. However, that is not a claim identified in the Application for Dispute Resolution. In the circumstances I determined it was appropriate to dismiss the tenant's application for a monetary order with liberty to re-apply. The tenant would have to file a second application to claim the security deposit in any event.

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 30, 2014

---

Residential Tenancy Branch

