



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

These hearings took place in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement.

The Tenant and Landlord named on the original Application appeared for the first hearing and provided affirmed testimony. The Landlord named on the Tenant’s Application explained that the tenancy agreement with the Tenant was with the company that she represented. The Landlord requested that her name be replaced with the name of the company who was responsible for the tenancy. The Tenant consented to the change on his Application. As a result, the Landlord appearing for the hearing was removed from the Tenant’s Application and the Landlord company name now appears on the style of cause detailed on the front page of this decision.

The Landlord confirmed receipt of the Tenant’s original Application and the Tenant’s first set of evidence. However, the Landlord denied receipt of Tenant’s amended Application which detailed an increase in his monetary claim as well as the Tenant’s second set of evidence. At the start of the hearing, I determined that the Tenant’s second set of evidence was submitted to the Residential Tenancy Branch and to the Landlord one day outside of the time limits set out in Rule 3.14 of the Rules of Procedure.

The Tenant explained that this second set of evidence was imperative and crucial to his monetary claim. The Landlord explained that she had not been aware of this evidence as she was currently on vacation and that she needed to see this evidence before she could respond to resolve this dispute with the Tenant. I offered the parties an opportunity to adjourn the hearing in order that this evidence could be exchanged and that this course of action will contribute to resolution of this matter, either through dispute resolution or between the parties. The parties consented to adjourning the proceedings to reconvene for this hearing.

The Notice of Hearing letter for this reconvened hearing and an Interim Decision dated April 21, 2015 was sent to both parties by the Residential Tenancy Branch and indicated that the matter was set for hearing by telephone conference call at 9:00 a.m.

In the interim time period, the Tenant submitted a Request for Correction document on May 15, 2015 which explained a spelling mistake in the name of the Landlord recorded in the Interim Decision. As a result, I determined that this was a typographical error on my part as the corrected name is consistent with the evidence provided in the file. Therefore, pursuant to Section 78(1) (a) of the Act, this is now corrected in the style of cause as it appears on the front page of this decision.

The line remained open for this hearing while the phone system was monitored for ten minutes and no participant called into the reconvened hearing during this time.

As neither party called into the conference call by 9:10 a.m., I dismissed the Tenant's application **with** leave to reapply. I have made no findings of fact or law with respect to the merits of this Application.

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 11, 2015

---

Residential Tenancy Branch

