



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes:

Tenant's Application filed January 21, 2015: MNSD; MNDC; FF

Landlord's Application filed June 16, 2015: MNSD; FF

Introduction

This matter was convened to consider cross Applications for Dispute Resolution. The Tenant seeks compensation for damage or loss under the Act, regulation or tenancy agreement; return of the security deposit; and to recover the cost of the filing fee from the Landlord.

The Landlord seeks to keep the security deposit in satisfaction of his costs for cleaning the rental unit at the end of the tenancy; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony.

The Tenant testified that she hand delivered her Notice of Hearing documents to the Landlord. The Landlord acknowledged receipt of the documents on January 22, 2015. The Tenant did not provide any documentary evidence to the Residential Tenancy Branch or to the Landlord.

The Landlord testified that on June 18, 2015, he mailed his Notice of Hearing documents and copies of his documentary evidence, by registered mail to the address noted on the Tenant's Application. He stated that the registered documents were returned to him because the Tenant did not claim them at the Post Office. The Tenant stated that she has moved and gave a new address for service of documents. Both Applications for Dispute Resolution were amended to reflect the Tenant's new address for service.

In the interest of fairness to both parties, I adjourned the Hearing to a date to be determined. I ordered the Landlord to re-serve the Tenant with his documentary

evidence and Notice of Hearing documents, by registered mail, to the Tenant's new address for service by August 7, 2015.

This Hearing has commenced and therefore, pursuant to the provisions of Rule 3.19 **no further documentary or electronic evidence may be submitted by either party.**

This matter is adjourned to the date and time provided on the enclosed Notice of Reconvened Hearing. **I hereby make it mandatory for the parties to attend on the date when the dispute resolution proceeding will be reconvened. If a party does not attend the reconvened dispute resolution proceeding at the scheduled time, the reconvened Hearing will commence and a decision or order may be made in that party's absence.**

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: August 19, 2015

Residential Tenancy Branch

