



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes:

MND; MNSD; FF

Introduction

This is the Landlord's Application for Dispute Resolution seeking a monetary award for damages; to apply the security deposit in partial satisfaction of her monetary award; and to recover the cost of the filing fee from the Tenant.

Both parties signed into the Hearing and gave affirmed testimony.

The Landlord testified that she served the Tenant with the Notice of Hearing documents, by registered mail sent March 21, 2015, to the Tenant at the address he gave her at the end of the tenancy on February 28, 2015.

The Landlord also testified that she served the Tenant with her documentary evidence and a CD by registered mail sent on August 7, 2015, to the Tenant's forwarding address. The Tenant stated that he didn't receive the Landlord's documentary and electronic evidence. He stated that he had given the Landlord his mother's address for the purposes of returning his security deposit only.

I adjourned the Hearing to allow the Landlord to re-serve the Tenant with her documentary and electronic evidence. I explained to the Tenant that a forwarding address did not have to be the address where a party resides. The Tenant confirmed that he wished to have the evidence sent to his mother's address and confirmed the address at the Hearing.

The Landlord is ordered to re-serve the Tenant **within 5 days of receipt of this Interim Decision**. The Tenant must serve the Landlord and the Residential Tenancy Branch with his rebuttal evidence **within 14 days of receipt of the Landlord's evidence package**. Pursuant to the provisions of Rule 3.19, **no further documentary or electronic evidence other than the Landlord's evidence referenced above and the Tenant's rebuttal evidence may be submitted by either party.**

The Tenant became very rude and argumentative during the Hearing. I hereby advise the parties about the provisions of Rule 87 of the Residential Tenancy Rules of Procedure, which states:

8.7 Interruptions and inappropriate behaviour at the dispute resolution proceeding

Disrupting the other party's presentation with questions or comments will not be permitted. The arbitrator may give directions to a party, to a party's agent or representative, a witness, or any other person in attendance at a dispute resolution proceeding who presents rude, antagonistic or inappropriate behaviour. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution proceeding and the arbitrator may proceed with the dispute resolution proceeding in the absence of the excluded 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.**

Conclusion

The Landlord's Application is adjourned to the date and time provided on the enclosed Notice of Reconvened Hearing.

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 07, 2015

Residential Tenancy Branch

