



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW DECISION**

### **Dispute Codes:**

MNDC, FF

### **Introduction**

This matter was the subject of a dispute resolution hearing on April 22, 2015. At that hearing an Arbitrator with the Residential Tenancy Branch dismissed the Landlord's Application for Dispute Resolution and she granted the Tenant a monetary Order for \$4,550.00. The monetary Order included a return of double the security deposit, in the amount of \$3,000.00; \$900.00 for loss of quiet enjoyment of the rental unit; \$600.00 in compensation for personal property that was damaged; and \$50.00 in compensation for the fee paid to file the Tenants' Application for Dispute Resolution.

On May 20, 2015 the Landlord filed an Application for Review Consideration seeking a review of the aforementioned decision. On May 27, 2015 an Arbitrator with the Residential Tenancy Branch considered the application for review and confirmed the decision to dismiss the Landlord's Application for Dispute Resolution and the decision that the Landlord must return double the security deposit to the Tenants.

The Arbitrator considering the review on May 27, 2015 suspended the original decision to award the Tenants \$900.00 for loss of quiet enjoyment of the rental unit; \$600.00 in compensation for personal property that was damaged; and \$50.00 in compensation for the fee paid to file the Tenants' Application for Dispute Resolution. She ordered that a hearing be convened to determine these outstanding issues. A new hearing was convened on July 14, 2014 to consider only these issues.

The Arbitrator considering the review on May 27, 2015 directed the Landlord to serve the Tenants with a copy of her review consideration decision and a Notice of the Reconvened Hearing. At the hearing on July 14, 2015 the Landlord stated that on July 03, 2015 he sent these documents to the only address he had for the Tenants, via registered mail. He stated that he did not have the address the Tenants' used as their service address on their Application for Dispute Resolution, as he has never received a copy of those documents.

The hearing on July 14, 2015 was adjourned to provide the Landlord with the opportunity to serve these documents to the address the Tenants provided on their Application for Dispute Resolution, which I provided to the Landlord at the hearing on July 14, 2015.

On July 22, 2015 the Landlord filed an Application for Review Consideration seeking a review of the review consideration decision dated May 27, 2015. On July 28, 2015 I considered this application for review and confirmed the review consideration decision dated May 27, 2015.

At the hearing on October 20, 2015 the Landlord stated that on September 16, 2015 he mailed the review consideration decision of May 27, 2015 and a Notice of the Reconvened Hearing to the Tenants, via registered mail, at the service address provided to him at the hearing on July 14, 2015. He stated those documents have not been returned to him by Canada Post.

The Tenant stated that she and her co-tenant moved from that service address on June 01, 2015 and that they did not receive the documents that were mailed on September 16, 2015. She stated that after learning of the hearing from the Landlord, via email, she contacted the Residential Tenancy Branch and obtained the time/date of this hearing and the passcode to join the teleconference.

The Landlord and the Tenant were advised that the hearing would be adjourned to provide the Landlord with the opportunity to re-serve the review consideration decision of May 27, 2015 and other documents related to these proceedings to the Tenants at their new address, which was provided by the Tenant at the hearing on October 20, 2015. The Tenant stated that she and her co-tenant jointly reside at the new address; that she is representing him at these proceedings; and that only one copy of these documents needs to be served.

At the hearing on October 20, 2015 the Landlord provided the Tenant with a new service address for the purpose of serving documents related to these proceedings.

#### Issue(s) to be Decided

Is the Tenant entitled to a monetary Order?

#### Background and Evidence

After being advised that the hearing on October 20, 2015 was being adjourned, the Landlord and the Tenant were advised that the issues to be considered at the reconvened hearing would be limited to the issues identified in the review consideration decision of May 27, 2015. As the Tenant had not yet received a copy of that decision, she was advised that the issues in dispute at the reconvened hearing would include the Tenants application for \$900.00 for loss of quiet enjoyment of the rental unit; for \$600.00 in compensation for personal property that was damaged; and for \$50.00 in compensation for the fee paid to file the Tenants' Application for Dispute Resolution.

The Landlord and the Tenant were further advised that I would not be considering the Tenant's claim for the return of the security deposit, as the original Arbitrator's decision that the Landlord must return double the security deposit remains intact.

The Tenant stated that for the purposes of avoiding a future hearing, she will withdraw the Tenants claims for \$900.00 for loss of quiet enjoyment of the rental unit; for \$600.00 in compensation for personal property that was damaged; and for \$50.00 in compensation for the fee paid to file the Tenants' Application for Dispute Resolution. She stated that she is satisfied with the return of the double the security deposit, in the amount of \$3,000.00.

### Analysis

I find that the Tenants have withdrawn all of their claims, with the exception of the claim for a return of the security deposit.

### Conclusion

As the Tenants have withdrawn all of their claims, with the exception of the claim for the return of the security deposit, I have not considered the merits of those claims.

As the original Arbitrator's decision to award the Tenants double the security deposit, in the amount of \$3,000.00, remains intact, the Landlord remains obligated to pay that amount to the Tenants.

I therefore set aside the original monetary Order of \$4,550.00, dated April 23, 2015, and replace it with a monetary Order of \$3,000.00. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 21, 2015

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Residential Tenancy Branch