



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSDC, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: unpaid rent or utilities; to keep the Tenants’ security and pet damage deposit; money owed or compensation for loss or damage under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and, to recover the filing fee from the Tenants.

The male Tenant and the Landlord appeared for the hearing and provided affirmed testimony. However, the male Tenant interrupted the proceedings several times despite being warned each time.

The Tenant confirmed they had received the Landlord’s Application; however, when the Landlord was asked whether she had served a copy of her documentary evidence to the Tenant, the Landlord explained that the Tenants had already been provided with a copy in a previous dispute which was heard in response to the Tenants’ application for dispute resolution (the file number for which appears on the front page of this decision).

The Landlord was informed that as each case is based on its own merit a party is not able to rely on evidence which was provided in a different hearing. In addition, I also noted that the Landlord had provided documentary and digital evidence which was served to the Residential Tenancy Branch one day before the day of this hearing. This evidence was not before me at the time of this hearing. The Landlord was informed that she had not provided her documentary and digital evidence either to the Tenants or to the Residential Tenancy Branch within the time limits set by the Rules of Procedure. These time limits were also documented on the fact sheet document provided to the Landlord when she made her Application.

The Landlord stated that her documentary and digital evidence was imperative to her case and that she wanted to withdraw her claim so that she could refile it. I explained to

the Landlord that I was willing to hear her Application but her documentary and digital evidence would not be considered in any decision on her Application.

The Tenant stated that he had no issue with the Landlord withdrawing her claim and making it again because he wanted to have his lawyer present for the next hearing and that he wanted to see the Landlord's evidence because it was all lies.

The Tenant provided the Landlord with a service address for the Landlord to use to make her Application against the Tenants. This is documented on the front page of this decision. The Landlord was informed that she had two years from the end of tenancy date to make her Application. The Landlord stated that she would take some time to consider whether she wanted to pursue this matter.

I cautioned the parties that the address provided by the Tenant during the hearing was **not** sufficient for the Tenant's request for the return of the security deposit. Therefore, if the Landlord decides not to make an Application against the Tenants and the Tenants want their security deposit back, they must serve the Landlord with a forwarding address in writing and be able to provide sufficient evidence that they have complied with Section 38(1) of the Act. In accordance with the same section of the Act, the Landlord must make an Application within 15 days of receiving the Tenants' forwarding address to lay a claim to the Tenants' security deposit. Both parties may contact an Information Officer with the Residential Tenancy Branch using the contact details overleaf to find out how to correctly deal with a security or pet damage deposit at the end of a tenancy.

### Conclusion

The Landlord withdrew the Application and is given leave to re-apply.

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: November 11, 2015

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Residential Tenancy Branch

