



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, MND

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage and to keep all or part of the security deposit.

The Agent for the Landlord stated that on June 16, 2015 the Application for Dispute Resolution and the Notice of Hearing sent to each Tenant, via registered mail, at the service address noted on the Application. He stated that the Tenants provided the service address to the Landlord at the end of the tenancy.

The Landlord submitted Canada Post documentation that indicates these packages were delivered to the Tenants on June 17, 2015. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however neither Tenant appeared at the hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?
Is the Landlord entitled to retain all or part of the security deposit?

Background and Evidence

On November 18, 2015 the Landlord submitted numerous documents and a USB device to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Agent for the Landlord stated that there was a delay in submitting this evidence because he was having difficulty transferring the digital images from his camera to the USB device.

The Agent for the Landlord stated that the aforementioned evidence was mailed to the service address noted on the Application for Dispute Resolution, via registered mail, on November 18, 2015. He stated that on November 18, 2015 one of the Tenants advised him that the Tenants had moved from the service address.

The Agent for the Landlord was advised that I am unable to consider the evidence package that was mailed on November 18, 2015 as I cannot conclude that the Tenants have received it. He was advised that the Landlord has these options:

- to proceed with the hearing on November 23, 2015 with the understanding I would be unable to consider the evidence that was submitted on November 18, 2015;
- to adjourn the hearing for the purposes of providing the Landlord with the opportunity to re-serve the evidence package to the Tenants; or
- to withdraw the Application for Dispute Resolution with the understanding that the Landlord can file another Application if the parties are unable to settle this dispute.

The Agent for the Landlord stated that he believes the parties have settled the matter and that the Landlord will withdraw the Application for Dispute Resolution.

Analysis

I find that the Landlord has withdrawn the Application for Dispute Resolution.

Conclusion

As the Landlord has withdrawn the Application for Dispute Resolution, the Landlord retains the right to file another Application for Dispute Resolution regarding the issues in dispute at these proceedings.

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 23, 2015

Residential Tenancy Branch

