



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, CNL, MNDC, FF

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony.

At the outset both parties clarified that the tenant had vacated the rental unit on November 29, 2016 and that possession of the rental unit was no longer an issue. The tenant's application for more time (MT), to cancel a 1 Month Notice (CNC), and to cancel a 2 Month Notice (CNL) is no longer required. As such no further action is required for these portions of the application.

The tenant requested an adjournment of the scheduled hearing as she has just completed a 16 hour shift at her job and is unable to proceed. The landlords disputed the adjournment process stating that they are ready to proceed.

The tenant stated that she served the landlords with the notice of hearing package and the submitted 39 page documentary evidence by posting it to the rental unit door. The landlords confirmed receipt of the notice of hearing package, but that they have not received all of the 39 pages. A review of the documentary evidence with both parties

resulted in the tenant stating that part of the package submitted to the Residential Tenancy Branch was not related to the hearing and should not have been part of the package.

The landlords stated that the tenant was served with their submitted documentary evidence via Canada Post Registered Mail on December 13, 2016. The tenant disputed that no evidence has been received from the landlord. The landlord relies upon a submitted copy of the Canada Post Customer Tracking receipt and stated that that the package was received and signed for on December 15, 2016 by B. Wilson. Both parties confirmed that the address on the label was the one provided by the tenant. A review of the Canada Post Website shows that the package was accepted for processing on December 13, 2016 and delivered on December 14, 2016.

The tenant has requested an adjournment and stated that she is unable to provide coherent testimony regarding the service of documents and the contents. The landlords have not provided any substantial objections to the adjournment request. However, an issue regarding the tenant's evidence has arisen that the tenant is unable to clarify or provide evidence of service. As this is now strictly a monetary claim by the tenant that there is no prejudice to either party, I order that this matter be dismissed with leave to reapply. Leave to reapply is not an extension of any applicable time period.

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: December 23, 2016

Residential Tenancy Branch