



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, O, RPP

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on December 21, 2016. The Tenant applied for the following issues:

- for the cost of emergency repairs;
- for the return of her security deposit;
- for money owed or compensation under the *Residential Tenancy Act* (the “Act”), regulation, and/or tenancy agreement;
- for “Other” issues; and
- for the return of her personal property.

The Tenant, the Landlord, the owner of the rental property, and the property manager appeared for the hearing. The owner and the Tenant provided affirmed testimony. The owner confirmed receipt of the Tenant’s Application and her documentary evidence. However, the owner denied receipt of the Tenant’s photographic evidence. The Tenant stated that she had provided a copy of her photographs to the Landlord and to the Residential Tenancy Branch prior to this hearing. However, the owner referred me to the Tenant’s written submissions in which she states she has provided photographic evidence for another hearing she filed under a separate file number. That file number is detailed on the front page of this Decision.

I noted that for that file number the Tenant had applied for the return of her security deposit on November 15, 2016 and that hearing is scheduled to be heard on May 17, 2017. The Tenant submitted that her photographic evidence was important and requested that she be allowed to withdraw this Application for her to re-apply and then submit the necessary evidence through a separate Application.

The parties also engaged into a discussion at the start of the hearing with regards to the security deposit. The Landlord claims that the Tenant did not pay a security deposit but the Tenant insisted that she had paid a security deposit to a previous owner of the

rental unit and would attempt to obtain evidence of this payment. The Tenant also confirmed that she had not provided the Landlord with a forwarding address in writing at the time of this hearing. The owner did not object to the withdrawal of the applications made by the Tenant in order to allow the Tenant to provide evidence for payment of a security deposit in this tenancy.

The parties also agreed that they would attempt to resolve this dispute outside of the dispute resolution process between themselves after gathering the necessary information, and if they were not able to come to agreement, the parties will be at liberty to file their own application to resolve any outstanding disputes. In this respect, the parties were agreeable to cancelling both applications pending the outcome of their discussions and the exchange of evidence in an effort to reach agreement.

Although I suggested to the parties that the matter of the Tenant's return of her personal property could be heard and decided at the May 17, 2017 hearing, I have since determined that the exchange of evidence would be too complex and find that it is more appropriate to allow the parties to attempt resolution between themselves before any further Applications are made or determined. Therefore, I allow the Tenant to withdraw this Application and cancel the May 17, 2017 hearing as that application is premature. The Tenant did not pay for any filing fees to make these applications. The Tenant is at liberty to re-apply if (a) mutual resolution between the parties has not been reached and/or (b) the Tenant has served the Landlord with a forwarding address in writing.

This file is now closed and there is no requirement for the parties to appear at the May 17, 2017 hearing. The Tenant is at liberty to re-apply and both parties must serve evidence again for any application made in the future by the time limits set in the Dispute Resolution Rules of Procedure. This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: January 25, 2017

Residential Tenancy Branch