



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant's First Application: OLC, RP, PSF
Tenant's Second Application: DRI, MNDC, RPP, LRE, RR, LAT, RR, O

Introduction

On February 17, 2017 the Tenant filed an Application for Dispute Resolution ("Application") which was scheduled to be heard in this hearing on May 8, 2017 at 9:00 a.m. The Tenant applied for the following issues on the first Application:

- For the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement;
- For the Landlord to make repairs to the rental unit; and
- For the Landlord to provide service or facilities required by law.

On March 7, 2017 the Tenant filed a second Application which was scheduled to be heard in a separate hearing with me on the same date as the first Application, but starting at 11:00 a.m. The Tenant applied for the following issues on the second Application:

- To dispute an additional rent increase;
- For money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement;
- To suspend or set conditions on the Landlord's right to enter the rental unit;
- For the Landlord to comply with the Act, regulation or tenancy agreement;
- For the return of the Tenant's personal property;
- To authorise the Tenant to change the locks to the rental unit;
- To allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and
- For 'Other' issues.

The Landlord dialed into the conference call hearing on time and provided affirmed testimony. The Landlord explained that on March 1, 2017 he had obtained an Order of

Possession through the direct request process to end this tenancy, the file number for which is documented on the front page of this Decision. However, despite the fact that the Tenant's review of the March 1, 2017 Order of Possession was denied, the Tenant refused to vacate the rental unit. As a result, the Landlord filed the Order of Possession at the Supreme Court who issued a Writ of Possession which was enforced by a court appointed bailiff. The Landlord confirmed that the tenancy had ended.

The Tenant dialed four minutes late into the hearing and provided affirmed testimony. The above evidence that was discussed with the Landlord was recapped with the Tenant. The Tenant demanded that the Landlord answer him on how he was able to end the tenancy and that he disputed the Landlord's evidence with respect to the ending of the tenancy.

The Tenant confirmed that he had been evicted by a bailiff but was unsure about the date testified to by the Landlord. The Tenant then wanted to know how he could fight the eviction. The Tenant was informed that the eviction was enforced through the Supreme Court and that the remedy to the eviction and to the issuing of the Writ of Possession should be taken up with the Supreme Court as the Tenant had already exhausted the review process under the Act.

I informed the parties that I would deal with both Applications in this hearing as they had been scheduled to take place one after the other. The Landlord confirmed receipt of the Tenant's Applications by registered mail. However, the Tenant denied receipt of the Landlord's 27 pages of documentary evidence submitted for both files.

The Landlord testified that this had been sent to the rental unit address on April 13, 2017 and returned back to him. The Landlord confirmed that he did not have a forwarding address for the Tenant and could only mail his evidence to the rental unit address in an effort that the Tenant may have his mail forwarded by Canada Post.

While it was clear to me that the Tenant would not have received the Landlord's evidence because the Tenant by that point had been evicted, I was also satisfied that the Landlord had no other means to serve his evidence due to the lack of a service address for the Tenant. The Landlord stated that his rebuttal evidence was essential to dispute the Tenant's claims. The Tenant did not want to proceed without having considered the Landlord's documentary evidence. I noted from the Landlord's evidence that the parties had already been involved in a number of acrimonious disputes with each other. Therefore personal service of evidence was not an option in this case for fear of repercussions this may have on the parties and on the exchange itself.

Therefore, I asked the Tenant to provide the Landlord with an address for service of the Landlord's evidence and that I would adjourn the proceedings for the Tenant to receive and consider the Landlord's evidence. However, the Tenant stated that he did not have an address that he was willing to provide to the Landlord during the hearing but that he may be able to give the Landlord an address at the end of the month.

When a party makes an Application, they must provide an address for service of documents. Without an address the Application cannot be filed as it would be considered incomplete. Based on the circumstances before me, I dismissed both of the Tenant's Applications but provide leave to re-apply.

When the Tenant obtains an address for the service of documents to him, he is at liberty to re-apply and serve the Landlord with the application detailing that address. The Landlord will then use the Tenant's address detailed on the Tenant's new application to serve the Tenant with evidence.

Both parties must submit their evidence for any new application filed. The parties may obtain their original evidence for these files by making a request to the Residential Tenancy Branch. The parties were informed of this during the hearing and no objections were raised on this course of action. The parties were informed that they did not need to appear for the May 8, 2017 hearing at 11:00 as these matters were dealt with in this 9:00 a.m. hearing.

I caution the Tenant to limit his application claims to monetary requests only. The Tenant may address the eviction issue with the Supreme Court. These files are now closed.

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: May 08, 2017

Residential Tenancy Branch