



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC OPC

Introduction:

Both parties attended the hearing and gave sworn testimony. I find that the Notice to End a Residential Tenancy dated August 30, 2017 to be effective September 30, 2017 was personally served. The tenant said he served his Application to dispute by email. The landlord objected and said that is not legal service and he was unable to serve any evidence in response as he was not served legally. He also never got a forwarding address in writing from the tenant.

The tenant applies

- a. to cancel a Notice to End the Tenancy for cause pursuant to section 47 of the *Residential Tenancy Act* (the Act) but he has already vacated the premises;
- b. for an order that the landlord make emergency repairs pursuant to section 33 of the Act and provide facilities pursuant to section 27;;
- c. for compensation for suffering or losses suffered due to repairs not completed;
- d. for a return of the security deposit; and
- e. to recover the filing fee for this application.

Issues:

Is the tenant entitled to any relief?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The landlord said this tenant was in place when he bought the unit. He had to serve a Notice to End Tenancy because the tenant was violating the strata rules by running a business from the unit. This caused a lot of disturbance to other occupants. The tenant vacated the unit on October 5, 2017 but did not provide a forwarding address to the landlord in writing.

The tenant said he did not have the landlord's address for service of the documents. The landlord pointed out his address was on the Notice to End Tenancy. The landlord asks this Application be dismissed for lack of legal service.

The tenant was claiming \$1850 compensation for various problems he said he had with the unit such as insecure mailbox, no water pressure in the shower, a second refrigerator left in his unit and inadequate treatment of a roach infestation. The landlord said he had made some improvements since he bought the unit such as new floors, paint and a new refrigerator. They had to leave the old refrigerator behind because the tenant had not cleared out his items. He said the tenant said the shower problem was no big deal and they could wait for the contractor. The tenant said he had told the landlord verbally about the problems but had not informed him in writing.

Analysis:

I dismiss the application of the tenant for lack of legal service. In any case, since the tenant has vacated, I find it is moot to consider whether the Notice to End Tenancy should be set aside.

I dismiss also the tenant's Application for compensation for lack of legal service and I give him leave to reapply.

Conclusion:

I dismiss the tenant's application without recovery of the filing fee. I give him leave to reapply for his claim for compensation for damages.

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 28, 2017

Residential Tenancy Branch