



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFT OLC PSF

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord comply with the *Act*, regulation or tenancy agreement; for an order that the landlord provide services or facilities required by the tenancy agreement or the law; and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on October 4, 2017.

### Issue(s) to be Decided

- Has the tenant established that the landlord should be ordered to comply with the *Act*, regulation or tenancy agreement?
- Has the tenant established that the landlord should be ordered to provide services or facilities required by the tenancy agreement or the law?

### Background and Evidence

The tenant testified that this fixed term tenancy began on October 15, 2016 and reverted to a month-to-month tenancy after the first year. The tenant moved out of the rental unit on December 1, 2017. Rent in the amount of \$1,250.00 per month was payable on the 15<sup>th</sup> day of each month and there are no rental arrears. No move-in or move-out condition inspection reports were completed.

At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$625.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The tenant provided the landlord with a forwarding address in writing on December 1, 2017 by registered mail.

The tenant had to have mail forwarded to another address because the landlord failed to provide the tenant with a key to the mailbox, and the tenant's costs were about \$73.00, which the tenant claims as against the landlord.

### Analysis

Since the tenancy has ended, I decline to order the landlord to comply with the *Residential Tenancy Act*, regulation or tenancy agreement, and I decline to order the landlord to provide services or facilities required by the *Residential Tenancy Act* or the law.

The tenant's application does not include a monetary claim. In order to be successful the tenant must put the landlord on notice that such an order is sought. The tenant is at liberty to apply for monetary compensation for the landlord's failure to comply with the *Act* or the tenancy agreement.

Since the tenant has not been successful with this application, I decline to order that the tenant recover the cost of the filing fee from the landlord.

### Conclusion

For the reasons set out above, the tenant's application is hereby dismissed.

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 12, 2017

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Residential Tenancy Branch