



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, CNR, LRE, MNDC

### Introduction

This matter dealt with an application by the Tenant to cancel a 2 Month Notice to End Tenancy for Landlord's Use and a 10 Day Notice to End Tenancy for Unpaid Rent, to set conditions on the Landlord's right of entry to the rental unit and for compensations for loss or damage under the Act, regulations or tenancy agreement.

At the start of the hearing the Landlord said the Tenant moved out of the rental at the end of March 2018. Tenant said she moved out of the rental unit on March 29, 2018, therefore she is withdrawing her applications to dispute the Notices to End Tenancy and to set conditions on the Landlord's right of entry to the rental unit as the tenancy is over. The Tenant said she would like her security deposit of \$850.00 returned and then she would withdraw her monetary claim of \$1,000.00 for pain and suffering.

The Landlord said the Tenant's security deposit was used for the rent payment of half of the rent for February 2018. The Landlord said she is not willing to return the security deposit to the Tenant.

The Tenant continued to say that if the Landlord will not return the security deposit then she wants \$1,000.00 for pain and suffering caused by the Landlord. The Tenant said she submitted evidence on April 9, 2018 for the hearing today (April 11, 2018) in support of her pain and suffering claim.

The Arbitrator told the Tenant her evidence package needed to be submitted to the Landlord and Residential Tenancy Branch 14 days before the hearing or it is considered to be late evidence and it is not admissible to the hearing. The Arbitrator found the evidence was late and dismissed the Tenant's late evidence from the hearing. Consequently, the Tenant had no corroborative evidence to support the monetary claim of \$1,000.00 in her application.

Analysis

As the Tenant's evidence is late evidence pursuant to the Residential Tenancy Branch Rules of Procedure section 3.14, the Tenant's evidence is not admissible to the hearing. Consequently I find, as there is no other corroborative evidence to support the Tenant's monetary claim of \$1,000.00 for pain and suffering. Therefore, I dismiss the Tenant's monetary claim due to lack of evidence.

Further the balance of the Tenant's application is to dispute the Notices to End Tenancy and to set conditions of the Landlord's right of entry to the unit have been withdrawn.

Conclusion

The Tenant's application is dismissed with leave to reapply.

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: April 11, 2018

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Residential Tenancy Branch