



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, DRI, MNDCT, FFT

Introduction

This hearing was scheduled in response to a tenant's application to cancel a *1 Month Notice to End Tenancy for Cause*; for orders for the landlord to comply with the Act, regulations or tenancy agreement; to dispute an unlawful rent increase; and, monetary compensation for damages or loss under the Act, regulations or tenancy agreement.

Both parties appeared at the hearing.

At the outset of the proceeding, I explored service of hearing documents upon each other.

I determined that the tenants put four pages of the Dispute Resolution Proceeding package in the landlord's mailbox within three days of filing and they did not service any evidence upon the landlord.

I determined the landlord had personally served her evidence to one of the tenants, in person, on or about April 14, 2019.

Since the tenant's application contained multiple issues in a single application and there was a lack of proper service, I proceeded to explore whether some of the issues identified on the application may be resolved without prejudicing the other party.

I confirmed that the tenants were not served with a *1 Month Notice to End Tenancy for Cause*, or any other Notice to End Tenancy in the approved form, and the tenants have vacated the rental unit since filing their Application. Accordingly, I found the tenant's request for cancellation of an eviction notice to be moot and it was unnecessary to determine whether the tenancy should continue or end since it has already ended by way of the tenants vacating the unit.

I noted that the tenant's request for orders for compliance included a request for the landlord to provide them with a copy of the original tenancy agreement and rent receipts. The tenants confirmed that the landlord has since provided these documents to the tenants. Accordingly, I found this issue to be resolved.

I confirmed with the tenants that the outstanding issue(s) to resolve pertains to their request to recover the difference in rent they paid for their last month of occupancy and other compensation from the landlord. Considering the tenants had not served the landlord with their monetary claim in a manner that complies with section 89(1) of the Act and did not serve the landlord with their evidence, I declined to proceed with the tenant's claim and I informed the parties that I would grant the tenants leave to reapply for monetary compensation.

Where a party makes a monetary claim against the other, section 89(1) requires that the claim be given to the respondent (personal service) or sent by registered mail. Leaving the monetary claim in the mailbox is not compliant with section 89(1).

The parties expressed an interest in resolving the monetary claim by way of a settlement agreement. I attempted to facilitate a settlement but the parties were not able to reach a mutually agreeable resolution.

The tenants request for monetary compensation is dismissed with leave to reapply.

Conclusion

The tenants' monetary claims against the landlord are dismissed with leave to reapply.

The other issues raised in this application are moot or have been resolved.

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: May 21, 2019

Residential Tenancy Branch