



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RPP, MNDC, FF

### Introduction

The tenant applies for return of unspecified property and for a monetary award for loss a damage resulting from an alleged wrongful eviction by the landlord.

The landlord has brought his own application (file number shown on cover page of this decision), scheduled to be heard in February 2020.

The rental unit is a one bedroom basement suite in the landlord's home. There is no written tenancy agreement. The tenancy started November 15, 2017. The rent was \$1100.00 per month, due on the first of each month. The tenant says he paid a \$1100.00 security deposit, the landlord say he received none.

As the tenant proceeded to present his case the landlord stated he had not received any of the documents the tenant had begun to refer to. The tenant testified he gave the landlord a "flash drive" containing the documents on October 1. The landlord stated he had not. I am unable to made a determination about who is right

Due to scheduling issues involving this arbitrator, this matter cannot reasonably be adjourned for a time sufficient for the tenant to serve (or re-serve) the landlord with evidentiary documents and to permit the landlord to file material in response.

The tenant's application is therefore dismissed with leave to re-apply. It has been suggested that he attempt to have his claim adjudicated with the landlord's.

The tenant has not received the landlord's application, likely due to the fact that the tenant has only provided the rental unit address in his application and he acquired a

new address shortly after his application was made. The tenant provided his new address at this hearing and it is reproduced on the cover page of this decision. The landlord will re-serve his application on the tenant at that address forthwith.

Once the tenant has received the landlord's package I would recommend to the parties that they make a concerted effort to settle their claims against each other.

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: October 17, 2019

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Residential Tenancy Branch