



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, MNDCT, LRE, LAT, FFT

### Introduction

This hearing was scheduled to deal with a tenants' 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; orders to suspend or set conditions on the landlord's right to end the rental unit; authorization to change the locks; and, monetary compensation for damages or loss under the Act, regulations or tenancy agreement.

Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The landlord stated that she uses a different last name than that recorded on the Application for Dispute Resolution by the tenants. I have amended the style of cause to reflect the name of the landlord, as identified by the tenants, and the name identified by the landlord.

I proceeded to explore service of hearing documents and evidence upon each other.

The tenant testified that their proceeding package was sent to the landlord via registered mail on February 7, 2020 but that no evidence or a Monetary Order calculation accompanied this package. The landlord acknowledged receiving this package, as described, on February 15, 2020.

The tenant testified that on March 20, 2020 the tenants sent the landlord an Amendment to an Application for Dispute Resolution, a monetary calculation and evidence in support of their monetary claim for recovery of utilities via registered mail. The landlord acknowledged receiving this package on March 25, 2020.

The Amendment indicates the tenants were seeking to withdraw the remedies on the Application for Dispute Resolution with the exception of dealing with the “eviction dispute” and monetary compensation in a new amount of \$815.33.

The landlord testified that she gave two USB sticks containing her response and evidence to the male tenant, in person, on March 29, 2020 but she was unable to confirm with the tenants that they were able to see/hear the content on the digital devices so she made paper copies and put them in the mailbox at the residential property on March 30, 2020 since she did not have a forwarding address for the tenants to send them registered mail.

The tenants testified that they vacated the rental unit on March 29, 2020 but returned to the property on March 30 and 31, 2020 to clean and leave the keys in the mailbox on March 31, 2020 but that they did not find any paperwork in the mailbox. The landlord confirmed that she found the keys to the rental unit in the mailbox on April 1, 2020 and the landlord has regained possession of the rental unit. As such, I find an Order of Possession is not required and I do not provide one with this decision.

The parties indicated that pursuant to a previous dispute resolution proceeding they have been ordered by an Arbitrator to serve each other by registered mail.

As for providing the landlord with a new service address or forwarding address, I noted that the tenants did not include their new address on the Amendment, and I enquired as to whether they have provided the landlord with a forwarding address. The tenant testified that they had sent it to the landlord via registered mail on April 2, 2020. The landlord testified that she has not received registered mail containing the tenant’s forwarding address or any notice cards from Canada Post indicating she has registered mail since the tenancy ended. I asked the tenant to provide me with the registered mail tracking number for the letter they sent providing the landlord with their forwarding address. The tenant gave me a tracking number, which was inconsistent with registered mail, and upon tracking it I noted that it reflected a letter sent to the United States even though the landlord’s service address is the same as the rental unit address. The tenant testified she sent multiple registered letters on April 2, 2020 and that tracking number must be for a different matter but that she would have a registered mail receipt at home, but she was not at home at the time of the hearing.

As I informed the parties during the hearing, an applicant is required to provide a service address to the respondent so that the respondent may serve their response or rebuttal evidence to the applicant; and, if the applicant’s service address changes after

filing the Application for Dispute Resolution but before the hearing, I expect the applicant to provide the respondent with an updated service address. The tenants were unable to demonstrate they did so. Further, considering the parties have been ordered to serve by registered mail, it is even more critical that the other party have an address at which to serve the other party via registered mail.

On another note, the parties indicated they reached an agreement, via email, on March 23, 2020 to end the tenancy effective April 1, 2020; however, the landlord received the tenant's Amendment indicating they were still pursuing the "eviction dispute" on March 25, 2020. The landlord stated that her evidence focused largely on supporting the basis for eviction and the landlord indicated she may have additional evidence to provide if the tenants pursue their monetary claim for utilities.

I further pointed out to the parties that issues raised in an Application for Dispute Resolution are to be related and that I have discretion to sever unrelated matters, as provided under Rules 2.3 and 6.2 of the Rules of Procedure, which I have reproduced below.

### **2.3 Related issues**

Claims made in the application must be related to each other. Arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

### **6.2 What will be considered at a dispute resolution hearing**

The hearing is limited to matters claimed on the application unless the arbitrator allows a party to amend the application. The arbitrator may refuse to consider unrelated issues in accordance with Rule 2.3 [Related issues]. For example, if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply.

Based on the Application for Dispute Resolution and the Amendment, it appeared as though the 1 Month Notice to End Tenancy for Cause was still under dispute until it became evident that the tenants had returned possession of the rental unit to the landlord and in attempting to serve the tenants with her evidence the landlord was primarily focused on providing evidence to support the Notice to End Tenancy. As such, I find the primary issue under dispute was the disputed 1 Month Notice and the tenant's monetary claim for utilities is not sufficiently related to the 1 month Notice. Nor, did the tenants sufficiently demonstrate to me that they provided the landlord with a new

service address at which to send her evidence after they vacated. Therefore, I decline to consider the tenant's monetary claim and I dismissed it with leave to reapply.

It should be noted that I have not made a finding as to whether the tenants sent or did not send the landlord a forwarding address on April 2, 2020 for purposes of administering the security deposit. Rather, my enquiries concerning a service address or forwarding address was limited to purposes of determining whether the landlord had an address to at which to send her evidence to the tenants via registered mail after the tenants returned possession of the rental unit to the landlord.

Should the tenants choose to reapply for monetary compensation they will be required to provide a service address to the landlord using an address at which they may receive documents via registered mail.

### Conclusion

The tenancy has already ended, and the landlord has regained possession of the rental unit. As such, it was unnecessary to make a determination on the validity of the 1 Month Notice to End Tenancy for Cause or provide the landlord with an Order of Possession.

The tenants' monetary claim was 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 09, 2020

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Residential Tenancy Branch