



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDCT, OLC, LRE, LAT, FFT,
OPM, OPC, MNDL-S, MNRL-S, FFL

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord identified the first three tenants listed above in their application for:

- an Order of Possession on the basis that a mutual agreement to end this tenancy was signed by one of the tenants pursuant to section 55;
- an Order of Possession for cause based on the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 55;
- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

All three tenants listed above were identified on the tenants' application for:

- cancellation of the landlord's 1 Month Notice pursuant to section 47;
- a monetary order for compensation for losses or other money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

In a letter from Tenant CKK, they maintained that they had signed a mutual agreement to end this tenancy and had vacated the rental unit the day after the tenants received the 1 Month Notice. This letter maintained that they were not a party to the tenants' application for dispute resolution and should not be a respondent to the landlord's application. In the event that they needed to address any of the issues identified in either of the applications, they provided their written authorization to allow their agent (the agent) to make representations on their behalf.

All parties either attended the hearing or were represented by their agents. They were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to ask questions.

The parties confirmed that this tenancy has ended and the landlord has possession of the rental unit. The landlord confirmed that the tenants have paid all required rent for this tenancy. The parties also confirmed that a hearing of the landlord's subsequent application for a monetary award for damage arising out of this tenancy and authorization to retain the security deposit for this tenancy is scheduled to be heard by an arbitrator appointed pursuant to the *Act* on November 24, 2020. (see above) Tenants LHL and BDS confirmed that they have been notified of the above hearing.

Under these circumstances, all parties named in the two applications currently before me withdrew their respective applications for dispute resolution. They agreed that the only outstanding issues are scheduled to be heard on November 24, 2020.

Since Tenants LHL and BDS have not provided the landlord with their forwarding address following their departure from the rental unit, they provided the above forwarding address where they said they can be served with any documents pertaining to the landlord's application scheduled for hearing on November 24, 2020. At the hearing, the landlord also agreed to forward any mail that may come to the rental unit to the two tenants identified above to the forwarding address they provided (see above).

In accordance with the powers delegated to me pursuant to the *Act* and as discussed at the hearing, I order the landlord to serve any written evidence or material that they plan to rely upon at the November 24, 2020 hearing of the landlord's application to Tenants LHL and BDS at the above address. As discussed at the hearing, I also order the landlord to forward any mail addressed to Tenants LHL and BDS to them at their new mailing address outlined above.

As indicated at this hearing, the landlord, as the applicant in the matter to be heard on November 24, 2020, needs to be mindful that the Respondents are served with copies of the landlord's evidence at least 14 days before the November 24, 2020. If the landlord decides to send these materials by registered mail to the Respondents in that application, sections 88 and 90 of the *Act* establish that documents sent by registered mail are deemed served five days after their registered mailing. Evidence sent by registered mail by an applicant for dispute resolution needs to be sent at least 19 days prior to the scheduled hearing.

Conclusion

Both applications for dispute resolution are withdrawn.

I order the landlord to serve any written evidence or material that they plan to rely upon at the November 24, 2020 hearing of the landlord's application to Respondents LHL and BDS at the above address. As discussed at the hearing, I also order the landlord to forward any mail addressed to Tenants LHL and BDS to them at their new mailing address outlined above.

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 13, 2020

Residential Tenancy Branch