



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, LRE, FFT, CNC, MNDCT

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the tenant on April 18, 2021, to have the landlord comply with the Act, to suspend or set conditions on the landlord's right to enter the rental unit and to recover the cost of the filing fee.

On April 29, 2021 the Residential Tenancy Branch received an amended application to cancel a One Month Notice to End Tenancy for Cause, and for monetary compensation, which relates to moving costs.

Both parties appeared. The landlord stated that they did not receive the tenant's evidence. The tenant stated it was sent to the landlord on August 8, 2021, by registered mail and is available for pickup.

The parties confirmed that the tenancy ended in May 2021. Therefore, I find it not necessary to consider the merits of the tenant's original application or the amended application to cancel a One Month Notice to End Tenancy for Cause as these relate to the tenancy continuing. Therefore, I dismiss this portion of the tenant's application without leave to reapply.

I also decline to hear the tenant's monetary claim for moving cost and other expensive as this was made premature as the tenancy had not ended at that time their amendment was filed. In addition, the tenant did not send their evidence to the landlord until August 8, 2021, by registered mail, which has not been received by the landlord.

This does not comply with the Residential Tenancy Branch Rules of Procedures as the applicant must serve all available evidence at the time they make their application, and any additional evidence must be served on the other party at least 14 days prior to the hearing. The applicant must consider the deemed service provisions under the Act to calculate the evidence deadline, such as sending evidence by registered mail would add an additional 5 days. Therefore, if the applicant wanted to serve their evidence by

this method, it had to have been sent no later than August 3, 2021 to be considered. Therefore, I dismiss this portion of the tenant's application with leave to reapply.

At the conclusion of the hearing the landlord stated that they want the tenant to pickup their belongings which have been in storage for an extended period of time. At first the tenant's representative was argumentative on this issue. However, the tenant was informed if they want their belongings they must retrieve them, or they could be considered abandoned under the Act.

The tenant confirmed they want their belongings. The parties agreed that the tenant will have their belongings picked up on August 29, 2021, at 12:00 pm (noon). The address for the stored belongings was given at the hearing and is noted on the covering page of this decision. The tenant or the person picking up the belongings will go to the front desk and call the landlord's agent at the phone number provided at this hearing for access to the storage unit. I have noted that phone number on the covering page of this decision.

If the tenant fails to remove their belongings as agreed upon, I find the landlord can considered them abandoned as 60 days have past since they were put into storage, in compliance with the Residential Tenancy Branch Regulations.

### Conclusion

The tenant's original application and amendment to cancel the One Month Notice to End Tenancy for Cause is dismissed without leave to reapply. The tenant's application for a monetary compensation 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: August 23, 2021

---

Residential Tenancy Branch