



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL PACIFIC REALTY CORP AND GREEN TEAM REALTY INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, ERP, PSF, FF

### Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlord to make emergency repairs to the rental unit; for the Landlord to provide services or facilities required by law; and to recover the filing fee.

### Preliminary Issues

The Tenant appeared for the hearing with a translator and provided affirmed testimony as well as written evidence prior to the hearing. There was no appearance by the Landlords for the hearing and no submission of written evidence. Therefore, I turned my mind to the service of the Notice of Hearing documents.

The Tenant testified that he had served a copy of his Application and the Notice of Hearing documents by registered mail to each Landlord named in the Application by registered mail, pursuant to Section 89(1) (c) of the Act. The Tenant provided the Canada Post tracking numbers for each respondent during the hearing which was recorded by me in the file.

Section 90(a) of the Act allows for a document served by mail to be deemed to be received five days later. A party cannot avoid service of documents by neglecting or refusing to pick up mail or use this as a reason alone to apply for a review of this decision. Therefore, I find that the Landlords named in the Application were all served in accordance with the Act.

The Tenant explained that he had vacated the rental suite because of all the problems he was having with the lack of action by the Landlord during the short tenancy. As a result, I determined that the issues elected by the Landlord on his Application were now moot issues which no longer required a determination. The Tenant explained that the Landlord had not returned his security deposit and wanted to claim monetary compensation from the Landlord for the problems he had during the tenancy which amounted to one month's rent.

I noted in the Tenant's Application that in the details of dispute section, the Tenant wrote that he is applying for compensation from the Landlords for "trouble and unconsideration and moving with deposit return".

The Tenant explained that he was looking for one month's rent and his moving costs. When the Tenant was asked whether he had provided the Landlord with a forwarding address, the Tenant explained that he had not done this in writing but the Landlord was aware of the fact that mail sent to the Tenant at the rental unit address was being forwarded to the Tenant.

I explained the provisions of Section 38(1) of the Act to the Tenant and informed the Tenant that mere knowledge of a forwarding address by the Landlord is not sufficient to put the Landlord on notice that would legally then require the Landlord to deal with the Tenant's security deposit in accordance with the Act.

As a result, I decided that the Tenant's request, which was also not elected on his Application, was premature and cannot be determined until the Tenant has met his requirements in providing the Landlord with a forwarding address in writing pursuant to Section 38(1) of the Act.

In relation to the Tenant's claim for monetary compensation for the troubles during the tenancy, I found that the Tenant had not put the Landlord on notice of this claim on his Application. While the Tenant had indicated in the details of dispute that he was looking for monetary compensation from the Landlord, I find that there is not sufficient detail of the amount being claimed that put the Landlord on notice for this hearing and therefore I was not prepared to determine this claim in this hearing.

### Conclusion

Based on the foregoing, I dismiss the Tenant's Application. The Tenant is at liberty to apply for monetary compensation or loss under the Act and for the return of his security deposit.

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 30, 2014

