



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: MNSD FF
For the landlord: OPC MND MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross-applications (“applications”) of the parties under the *Residential Tenancy Act* (“Act”).

The tenants applied for a monetary order for the return of their security deposit and/or pet damage deposit, and to recover the cost of the filing fee. The landlord applied for an order of possession based on a 1 Month Notice to End Tenancy for Cause (“1 Month Notice”), for a monetary order for unpaid rent or utilities, for damages to the unit, site or property, to keep all of part of the tenants’ security deposit and/or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The landlord and tenant H.M. (“tenant”) attended the teleconference hearing. The hearing process was explained to the parties. The parties were provided the opportunity to ask questions about the hearing process.

Preliminary and Procedural Matters

The landlord testified at the outset of the hearing that he was not properly served by the tenants with the Notice of Hearing and full particulars, and taking into account that the male tenant testified that the female tenant did the service and had no personal knowledge of how the landlord was served; and without the female tenant present to answer questions about service on the landlord, I am not satisfied that the landlord was properly served with the tenants’ application and other required documents. Both parties have the right to a fair hearing and the landlord would not be aware of the specific details of the tenants’ monetary claim without receiving all documents related to their application. Therefore, due to a service issue, **I dismiss the tenants’ application with leave to reapply.**

Also at the outset of the hearing, the landlord requested to withdraw his application as he was confused about timelines regarding the service of documentary evidence. The tenant did not oppose the landlord withdrawing his application in full. Therefore, the landlord is permitted to withdraw his application in full **and the landlord has liberty to reapply.**

I note that this decision does not extend any applicable timelines under the *Act* for either party.

Neither party is granted the recovery of the cost of their filing fees based on the above.

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator and confirmed that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Conclusion

The tenants' application is dismissed with leave to reapply due to a service issue.

The landlord has withdrawn his application in full and has liberty to reapply.

This decision does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: January 11, 2018

Residential Tenancy Branch