



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

INTERIM DECISION

Dispute Codes MNDCT, MNSD, FFT
 MNDL-S, FFL

Introduction

This hearing dealt with applications from both the tenant and landlords pursuant to the *Residential Tenancy Act* (the *Act*).

The tenant applied for:

- a monetary order for damage or compensation pursuant to section 67 of the *Act*;
- authorization to obtain a return of the security deposit pursuant to section 38 of the *Act*; and
- recovery of the filing fee for the application from the landlord pursuant to section 72 of the *Act*.

The landlords applied for:

- a monetary order for damage pursuant to section 67 of the *Act*;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38 of the *Act*; and
- recovery of the filing fee for the application from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The parties testified that they were in receipt of each other's application and evidentiary materials. Based on the undisputed testimonies of the parties, I find that both parties were served in accordance with section 89 of the *Act*.

Preliminary Issue – Amendment to the Tenants' Application for Dispute Resolution

At the outset of the hearing, both parties agreed to an amendment to correct an error in the tenant's Application for Dispute Resolution as it only named one of the two landlords. Pursuant to my authority under section 64(3)(c) of the Act, I amended the tenant's application to add the second landlord's name to the tenant's application.

Adjournment Required

The claims in this hearing arise from a tenancy that ended over two years ago, with considerable documentary and photographic evidence submitted by both parties. Therefore, much time was spent as parties had to reference submitted evidence or had difficulty recalling the timeline of events as a result of the passage of time since the events took place.

After over two and ½ hours of testimony, only the tenant's claim had been partially presented. I ordered that the hearing be adjourned as it was clear that substantially more time would be required for all aspects of both parties' claims to be heard. I advised both parties that a reconvened hearing date would be set and they would be advised of the date by Residential Tenancy Branch staff.

Nothing precludes the parties from undertaking negotiations to come to a settlement in the interim. Should the parties come to a settlement, they can either withdraw their applications in advance of the reconvened hearing or they can attend at the hearing to have their settlement recorded by the arbitrator which can include issuing orders to give effect to the settlement.

Issues to be Decided

Is either party entitled to a monetary award for damages or compensation?

Is the tenant entitled to the return of the security deposit, or a doubling of the security deposit?

Are the landlords entitled to keep all or part of the security deposit in full or partial satisfaction of their claim?

Is either party entitled to recover the filing fee for this application?

Conclusion

Based on the above:

- **I order** this hearing will be reconvened in accordance with the Notice of Hearing documents attached to this Interim Decision;
- **I order** that this is not an opportunity for either party to amend their existing Applications for Dispute Resolution;
- **I order** that this is not an opportunity for either party to submit an additional Application for Dispute Resolution to be crossed or joined with any of the Applications for Dispute Resolution currently before me; and
- **I order** that this is not an opportunity for either party to submit additional evidence.

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: June 11, 2018

Residential Tenancy Branch