



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute codes MNDCL-S FFL / CNC MNDCT OLC DRI LRE FFT

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- a monetary order for compensation for loss or damage pursuant to section 67;
- authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Tenant:

- cancellation of the landlord’s One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order regarding a disputed additional rent increase pursuant to section 43;
- authorization to change the locks and/or to suspend or set conditions on the landlord’s right to enter the rental unit pursuant to section 70;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing.

Preliminary Issue – Adjournment request by Landlord and Scope of application

At the outset of the hearing, the landlord's representative requested an adjournment due to the landlord being on a flight at the time of the hearing. The landlord had also provided written submissions on the adjournment request which included a copy of the landlord's itinerary for the flight which was booked prior to the landlord being served with notice for this hearing.

The tenant objected to the adjournment request.

The most urgent matter identified in the applications before me was the tenant's application to dispute a One Month Notice. However, the parties advised that the tenant had vacated the rental unit shortly after filing his application for dispute. The landlord's representative confirmed that the landlord was not seeking an order of possession pursuant to a One Month Notice. The tenant confirmed that he was never served with a One Month Notice in the approved form. The tenant confirmed that he had no intention to dispute a One Month Notice whether or not one was issued in the approved form. The tenant stated that he only applied for such in his application as he was unclear on the process. At the time of filing the application the tenant also indicated on his application that he has moved out of the unit. A portion of the monetary compensation the tenant is seeking is related to moving costs and the return of a security deposit further confirming the tenant had no intention to dispute a One Month Notice. A review of the audit notes on file also indicate the tenant was cautioned to either upload the One Month Notice or to amend his claim to remove this part of the application. The tenant made no such amendment.

Residential Tenancy Branch Rules of Procedure, Rule 2.3 states that, if, during the dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may sever or dismiss the unrelated disputes contained in a single application with or without leave to apply.

On review of the applications before me, I find that it is more appropriate to dismiss both these applications with leave to reapply rather than adjourn this matter. This hearing was scheduled in a priority manner in order to proficiently resolve the urgent nature of the tenant's application to dispute a One Month Notice. The tenant was not served with a One Month Notice in the approved form nor did the tenant have any intention to dispute such a notice. All of the other disputes identified in both the tenant's and landlord's application are not related and are not of an urgent nature.

Additionally, as the tenancy had not formally ended at the time of the tenant's initial application, the tenant's monetary claim to request a return of the security deposit would

have been premature at this time. The tenant is cautioned that he is required to provide a forwarding address, in writing, to the landlord before making an application for return of a security deposit. An application for dispute resolution does not on its own constitute providing a forwarding address. If the tenant has provided a forwarding address, in writing, the landlord has **15 days** from the date of receiving this decision to either return the tenant's security deposit or reapply to claim against it.

These applications are 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: September 11, 2019

Residential Tenancy Branch