



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** O

## **Evidence and Analysis**

This hearing dealt with an application from the tenant. Information set out on his application for dispute resolution is limited to a checkmark under **Other**, and manually written references under **Details of the Dispute** to “Notice to End Tenancy – Landlord,” “Guest Access” and “Quiet Enjoyment.” The application appears to have been made for the purposes of lodging a complaint against the landlords for what the tenant considers were breaches of the Act.

Nearer the time of the hearing, the tenant made late submissions in which he undertakes to justify a claim for compensation for his time, as well as for recovery of costs associated with moving out of the unit.

The tenant paid a deposit to the landlords in the amount of \$50.00 on February 3, 2009, and began moving his possessions into the unit on February 7, 2009. His first overnight stay occurred on February 11, 2009. As the tenant moved into the unit after the beginning of the month, the parties agreed that pro-rated rent for February would be \$450.00. However, the parties agreed that the full amount of monthly rent was \$550.00 and that this would be due on the first of each month beginning March 1, 2009. There was no formal written residential tenancy agreement in place and no security deposit was collected.

A variety of problems arose between the parties which evidently led to mutual feelings of animosity. Ultimately, the landlords issued a 10 day notice to end tenancy for unpaid rent dated May 10, 2009, and the tenant vacated the unit on May 31, 2009. The landlord confirmed that there is presently no rent or payment for utilities outstanding.

During the hearing the parties restated to each other some of their complaints and allegations. After approximately 20 minutes the landlord explained that she was extremely upset by the circumstances of this particular landlord – tenant relationship and excused herself from the hearing.

In the absence of a specific request or objective on the tenant's application for dispute resolution, the tenant was informed that his application would be dismissed but that he has the option to reapply.

In view of the concerns raised by the landlord during the hearing, she was also informed of her option to apply for dispute resolution in order to claim costs associated with cleaning the unit following the end of tenancy.

### **Conclusion**

Pursuant to all of the above, I hereby dismiss the tenant's application with leave to reapply.

DATE: June 15, 2009

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Dispute Resolution Officer