

## **DECISION**

**Dispute Codes**      CNC, CNR, MNDC, ERP, RP, LRE, LAT, RR

### **Introduction**

This hearing was convened in response to the tenants' application seeking:

1. To cancel a Notice to End Tenancy given for Cause;
2. To cancel a Notice to End Tenancy given for Unpaid Rent;
3. For a monetary order for compensation for damage or loss in the sum of \$300.00;
4. For an order compelling the landlord to make emergency repairs;
5. For an order compelling the landlord to make repairs;
6. For an order suspending or setting conditions on the landlord's right to enter the rental unit;
7. For an order authorizing the tenants to change the locks on the rental property; and
8. For an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

All parties appeared at the hearing and gave evidence under oath.

### **Issues(s) to be Decided**

Are the tenants' entitled to the orders sought?

### **Background and Evidence**

The tenants say they were served with a Notice to End Tenancy given for cause in person on January 11, 2010 and they wish to dispute that notice. In their application the tenants say they dispute their agreement to end the tenancy because they believe the landlord has been in their suite numerous times without permission and has stolen their clothing. At the hearing the tenants say they are no longer disputing the notice given for unpaid rent as that matter has been resolved. The tenants say they are willing to

vacate the rental unit but wish more time to do so as one of the tenants is nine months pregnant.

The tenants say the landlord also owes them for a \$300.00 towing charge and that the landlord had reduced their ability to do laundry and they are seeking compensation for this loss too.

The landlord says he is willing to allow the tenants to stay until March 31, 2010 but no longer. The landlord says he is seeking an Order of Possession based on the Notice to End Tenancy for Cause. The landlord says he has not been in the tenant's suite and has not taken any clothing. The landlord says the tenants' right to do laundry has not been changed and there are no emergency repairs or any other repairs to be done that he is aware of. The landlord says the City towed the tenant's vehicle not him.

### **Analysis**

The tenants agree they were personally served with the Notice to End Tenancy for Cause from the landlord on January 11, 2010 yet their Application for Dispute Resolution was not filed until January 22, 2010 and that application was amended on February 4, 2010. As stated on the Notice to End Tenancy given for Cause the tenants had 10 days in which to make application seeking to dispute that notice. They did not do so within 10 days and they are therefore presumed to have accepted that the tenancy ended on the effective date set out in the Notice that is February 28, 2010.

The landlord has requested an Order of Possession. As the Notice is being upheld because the tenants are out of time to make their application, the landlord is entitled to that Order. The landlord has agreed to allow the tenants to stay until March 31, 2010. I will therefore issue the Order effective that date at 1:00 p.m.

I find that the tenants have failed in their burden of proving that it is necessary for them to have orders:

- To suspend or set conditions on the landlord's right to enter the rental unit;
- To change the locks on the rental property; and
- To reduce rent for repairs, services or facilities agreed upon but not provided.

Finally, as this tenancy is ending and because the tenants have supplied insufficient evidence to prove their claims I dismiss the tenants' applications:

- For an order compelling the landlord to make emergency repairs;
- For an order compelling the landlord to make repairs.

The tenants have not sought recovery of their filing fee and therefore none has been awarded.

### **Conclusion**

The landlord is granted an Order of Possession effective March 31, 2010 at 1 o'clock in the afternoon. The Order must be served upon the tenant forthwith. Should the tenant fail to comply with that Order, it may be enforced as an order of the Supreme Court of British Columbia.