

## **DECISION**

Dispute Codes      CNR, MNR, RP, RR, ET, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution. The landlord applied for an order of possession. The occupant applied to cancel a notice to end tenancy; for an order to have the landlord make repairs and reduce rent; and for a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and an occupant, the tenants did not attend.

### Issues(s) to be Decided

The issues to be decided are whether the occupant is entitled to cancel a notice to end tenancy; to a monetary order for the cost of emergency repairs; for an order for the landlord to make repair and reduce rent for those repairs; and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to sections 32, 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early; to a monetary order to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to sections 56, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

At the start of the hearing the landlord indicated that he did not have a tenancy agreement with the occupant. The occupant indicated that he had rented from the tenants identified by the landlord and that those tenants moved out in March, 2010 via a “midnight move”.

As the occupant is not a party to the tenancy agreement with the landlord, I find the occupant has no standing to challenge the landlord’s notice to end tenancy or to request an order to have the landlord make repairs to the unit or reduce rent for those repairs.

I make no finding, however, on the issue of compensation for work done by the occupant for the landlord other than to determine there is no jurisdiction under the *Residential Tenancy Act*, as this work was contracted outside of the *Act*. The occupant is at liberty to pursue a resolution for that matter through a court of appropriate jurisdiction.

The occupant noted that he was in the process of moving out and that he needed an additional week to complete the move, the landlord agreed to this and the matter of

possession was settled that the occupant would vacate the rental unit no later than 1:00 p.m. on May 21, 2010.

### Conclusion

In support of the agreement made by the parties, I find that the landlord is entitled to an Order of Possession effective **May 21, 2010 after service on the tenants and occupants**. This order must be served on the tenants and occupants and may be filed in the Supreme Court and enforced as an order of that Court.

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: May 13, 2010.

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Dispute Resolution Officer