

DECISION

Dispute Codes MT, CNL, CNR, LRE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- more time to make an application to cancel the landlord's two notices to end tenancy pursuant to section 66;
- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46;
- cancellation of the landlord's Notice to End Tenancy for Landlord Use of the Property pursuant to section 49; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties were represented at this hearing. The landlord and the tenant's representative were given an opportunity to be heard, to make submissions and to present evidence. The landlord testified that she gave the tenant a 1 Month Notice to End Tenancy for Cause on July 31, 2010. She said that she also gave the tenant a 10 Day Notice to End Tenancy for Unpaid Rent on August 2, 2010. The landlord confirmed that she had received the tenant's application for dispute resolution. I am satisfied that the parties have been served with these documents in accordance with the *Act*.

Preliminary Matters

Prior to the hearing, the tenant's representative requested an adjournment as the tenant expected to be involved in court proceedings on the day of the hearing. The landlord objected to granting an adjournment as she was asking for an Order of Possession if the tenant's application for cancellation of the notices to end tenancy were dismissed. Based on the information provided, I did not grant the adjournment request.

Issues(s) to be Decided

Is the tenant entitled to more time to make her applications to cancel the two notices to end tenancy? Is the tenant entitled to cancellation of the landlord's 10 Day Notice to

End Tenancy? Is the tenant entitled to cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord Use of the Property? Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit? Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord testified that the tenant commenced this month-to-month tenancy on January 1, 2010. Monthly rent was set at \$600.00. The landlord said that she continued to hold the tenant's \$300.00 security deposit plus interest.

The tenant's representative had no information regarding the tenant's application to suspend or set conditions on the landlord's right to enter the rental unit.

The landlord submitted written evidence regarding this tenancy and the reasons why she was seeking an Order of Possession regarding her 1 Month Notice to End Tenancy for Cause if the tenant's applications to cancel notices to end her tenancy were dismissed. The landlord said that she had not applied for dispute resolution to obtain an Order of Possession for her 1 Month Notice to End Tenancy for Cause.

Analysis

In reviewing this application, it appeared that the tenant applied for a number of remedies that were either unnecessary or were submitted in error. For example, although the tenant applied for more time to make her application, she submitted her application for dispute resolution within the time frames required for the two cancellations of notices to end tenancy identified in her application. I dismiss the tenant's application for more time to make her application to challenge the two notices to end tenancy cited in her application.

The landlord provided evidence that the circumstances surrounding much of this application had changed since the tenant applied for dispute resolution. She said that she was no longer proceeding with the 10 Day Notice to End Tenancy as she had

accepted the tenant's payment of her outstanding rent within five days of the landlord's issuance of that Notice. On this basis, I cancel the landlord's 10 Day Notice to End Tenancy. The landlord is not entitled to an Order of Possession regarding that notice.

Both the landlord and the tenant's representative knew nothing of any Notice to End Tenancy for Landlord Use of the Property cited in the tenant's application. It appeared to the landlord and the tenant's representative that this portion of the tenant's application was submitted in error. I dismiss the tenant's application to cancel this notice as no such notice was issued.

I dismiss the tenant's application to suspend or set conditions on the landlord's right to enter the rental unit because the tenant and her representative presented no evidence regarding that aspect of her application.

Section 55(1) of the *Act* reads as follows:

55 (1) *If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*

(a) the landlord makes an oral request for an order of possession,
and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

The tenant's application for dispute resolution identified two of the landlord's notices to end tenancy. Neither of the parties provided me copies of these notices. The notice to end tenancy for landlord use does not appear to have been issued. The landlord accepted rent from the tenant shortly after the 10 Day Notice for Unpaid Rent was issued and testified that she is not pursuing an Order of Possession on that basis.

The only grounds identified by the landlord in her oral request for an Order of Possession was to pursue cancellation of this tenancy on the basis of her 1 Month Notice to End Tenancy for Cause. Since neither party applied for dispute resolution regarding this notice, this issue is not before me. My dismissal of the tenant's application for cancellation of the landlord's notice to end tenancy for landlord use does not allow me to grant an Order of Possession under subsection 55(1) for a notice to end tenancy which was not included in the tenant's application for dispute resolution. I do not grant the landlord an Order of Possession on the basis of her oral request as the landlord's 1 Month Notice to End Tenancy for Cause is not before me.

Conclusion

I dismiss the tenant's application for more time to submit her applications to cancel the two notices to end tenancy identified in her application. I approve the tenant's application to cancel the landlord's 10 Day Notice to End Tenancy for Unpaid Rent. I dismiss the tenant's application to cancel the landlord's notice to end tenancy for landlord use of the property. I dismiss the tenant's application for an order to suspend or set conditions on the landlord's right to enter the rental unit. For the reasons outlined above, I do not grant the landlord an Order of Possession.

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*.