



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR, MNR, MNDC, FF

### Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenants applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, compensation in the sum of \$25,000.00 and return of the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary Matters

The tenants supplied a significant amount of evidence; the landlord confirmed receipt of evidence but was unclear as to how many pages had been received. During the hearing any documents referenced were viewed by all parties.

The parties confirmed that they had signed 2 separate tenancy agreements; one for the property where the home sits and a 2<sup>nd</sup> agreement for adjoining land. I determined that this hearing was in relation to only the address and tenancy for the address and property indicated on the tenant's application.

### Jurisdiction

At the start of the hearing the tenants confirmed that the details of the dispute section of the application indicated a claim for compensation relative to what the tenants find was an unjust enrichment of the landlord, at the tenant's expense. The tenants did not set out any details of a claim for the cost of emergency repairs.

As the Residential Tenancy Act contemplates only those claims which are the result of a breach of the Act; I determined that the claim for compensation made by the tenants was not within the parameter of the Act. Therefore, jurisdiction in relation to the monetary claim was declined.

### End of Tenancy

After considerable testimony the tenants disclosed that they had, in fact, almost completed vacating the rental unit. The tenants agreed that they did not need to proceed with their request to cancel the Notice ending tenancy issued on October 22, 2012, for \$16,840.00 in unpaid rent.

The tenants confirmed that they will meet with the landlord on the day following this hearing, at noon, to return the keys to the home.

I find that this decision does not extend any time requirements of the Act.

### Conclusion

Jurisdiction, in relation to the tenant's monetary claim, is declined.

The tenants withdrew their request to cancel the Notice to End Tenancy.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 03, 2012.

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Residential Tenancy Branch