

DECISION

Dispute Codes CNR MNR MNSD OLC ERP RP PSF FF

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") to cancel at notice to end tenancy for unpaid rent or utilities, for a monetary order for cost of emergency repairs, for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, make emergency repairs for health or safety reasons, to provide services or facilities required by law, to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, and to recover the filing fee.

One of the tenants and the landlords appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

The landlords confirmed receiving the evidence package from the tenants and that they had the opportunity to review the evidence prior to the hearing. The landlords stated that they faxed in evidence, however, there was no evidence to be found and the tenant testified that they were not served with evidence. As a result, I find the landlords did not serve their evidence in accordance with the rules of procedure. As a result, the hearing continued without documentary evidence from the landlords. The landlords were reminded that they could refer to any evidence orally during the hearing.

Preliminary and Procedural Matters

By consent of the parties, the name of landlord, M.S., was corrected as the tenants had not spelled the name correctly in the application. The cover page of this decision reflects the correct spelling of the names of the parties.

At the outset of the hearing, the tenant requested to withdraw their request to cancel the notice to end tenancy (the "Notice") as they would be moving due to the existence of rats in the rental unit. The tenant also requested to withdraw the remainder of their claim including the monetary amount as they were not aware that they could claim more than \$5,000.00. As a result of the tenant requesting to withdraw their application in full, I make no findings on the merits of the matter. The tenants are at liberty to reapply with a new monetary claim.

The landlords are at liberty to apply for an order of possession as the tenants withdrew their request to dispute the Notice.

This decision does not extend any applicable time limits under the *Act*.

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: January 15, 2013