



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Village II, Gateway Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, FF

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order cancelling a 1 Month Notice to End Tenancy for Cause (the "Notice"), a monetary order, and an order requiring the landlord to make repairs.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence. The only evidence submitted was by the tenant, who supplied a copy of the tenancy agreement and a tenant ledger sheet.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

Issue(s) to be Decided

Should the Notice be cancelled, is the tenant entitled to monetary compensation, and an order requiring the landlord to make repairs to the rental unit?

Background and Evidence

The hearing continued for a period of time, with the landlord being unable to supply clear evidence of the date and amount of payments of rent. For instance the property manager was unaware of a rent payment received by the caretaker in April before the Notice was issued.

I also heard contradictory testimony regarding whether the tenant was promised a month's rent in compensation for work performed on the rental unit, as well as the promotional rent-free month. The tenant put forth that the ex-caretaker promised the free month's rent due to the condition of the rental unit.

Ultimately, due to the confusion regarding the rent payments and promises, whether true or not, that the tenant would be given a month's rent for services performed on the rental unit, the landlord requested that the 1 Month Notice be withdrawn.

The landlord agreed that their records would be evaluated in order to determine if another Notice would be forthcoming or if the parties could resolve their differences.

Analysis and Conclusion

The tenants consented, as allowed under Residential Tenancy Branch Policy Guideline 11, that the Notice should be withdrawn.

As such, I accept the landlord's request that the Notice should be and it is hereby withdrawn and is now of no force or effect. I make no finding on the merits of the Notice and the tenancy shall continue until it may otherwise end under the Act.

As the tenant presented no evidence regarding his request for monetary compensation or for an order requiring the landlord to make repairs, I dismiss this portion of the tenant's application, with leave to reapply.

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* and is being mailed to both the applicant and the respondent.

Dated: May 15, 2013

Residential Tenancy Branch