



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, DRI, CNR, MT

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order requiring the landlord to make repairs to the rental unit, to dispute an additional rent increase, an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (the "Notice"), and an order granting more time to make an application to cancel a notice to end tenancy.

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

Thereafter all parties gave affirmed testimony, 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.

At the outset of the hearing, neither party raised any issues regarding service of the application or the evidence.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Preliminary matters-

#1-Landlord CaS raised the issue of not feeling well enough to participate in the hearing due to serious medical issues and requested an adjournment of the hearing. The landlord failed to present evidence of her medical condition. CaS was the only listed landlord/respondent.

The tenant, when asked, objected to an adjournment.

I then asked CaS if the other participant CIS could act in her stead, and she said that he could. I note that CIS is the spouse of CaS and was in fact a co-landlord.

#2-The parties were given instructions at the beginning of the hearing that they were to allow the other party the opportunity to testify without interruption during the hearing. The parties were advised that although they would most likely disagree with everything the other party said, they were to make a note of that disagreement in order to respond during their portion of the hearing.

Despite these instructions, during the landlord's testimony, the tenant began making remarks in a loud voice expressing his disagreements with the landlord's oral submissions, to the point the landlord could not continue. I then placed the tenant in the mute mode, but it appeared that the system was not accurately functioning as it is believed he was still able to be heard.

The tenant's behaviour was rude and antagonistic and I note that the landlord allowed the tenant to testify at length without interruption.

I note that the landlord did have the opportunity to complete his submissions.

Issue(s) to be Decided

Is the tenant entitled to any relief sought in his application?

Background and Evidence

The tenant submitted that the tenancy began in December 2006, that current monthly rent is \$2250, and that he paid a security deposit of \$1000.

The landlord submitted that the tenancy began on November 25, 2006.

The tenant submitted that he was vacating the rental unit by March 1, 2014.

I allowed the tenant the opportunity to testify at length about many issues, which, given that the tenancy is ending, were not relevant to the tenant's application.

The landlord, due to rules of administrative fair play, was likewise given the opportunity to speak at length in response to the tenant's oral submissions, despite that I deemed the evidence not relevant to the proceedings. I note that the parties were advised that the oral submissions were likely not relevant due to the tenancy ending.

Analysis

I find it is not necessary to consider the tenant's request for an order requiring the landlord to make repairs and to cancel the 10 Day Notice as the tenant confirmed that

he is moving from the rental unit and that he will be fully vacated by March 1, 2014. These matters are issues related to an ongoing tenancy.

I therefore dismiss that portion of the tenant's application.

As to the tenant's request to dispute an additional rent increase, the tenant failed to present that he had received such an increase. Additionally, as the tenancy is ending by March 1, 2014, the tenant will no longer be paying monthly rent to the landlord.

I therefore dismiss that portion of the tenant's application.

I find the tenant's request seeking additional time to dispute a Notice is not necessary and it is dismissed.

Conclusion

Due to the above, I dismiss the tenant's application, without 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*.

Dated: February 21, 2014

Residential Tenancy Branch

