



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, RR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant to: cancel a notice to end tenancy for cause; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both Tenants and the Landlord and his wife (acting as the Landlord's agent) appeared for the hearing and both parties provided affirmed testimony during the hearing.

At the start of the hearing, I determined that both parties had submitted written evidence prior to the hearing which had been served in accordance with the Residential Tenancy Branch Rules of Procedure. I also determined that the Tenant's copy of the Application and the Notice of Hearing documents had also been served in accordance with the Act.

At the start of the hearing, the Tenants testified that they were making preparations to move out of the rental suite on July 1, 2014. As a result, the parties were agreeable to the Landlord being issued with an Order of Possession for this date which will be enforceable if the Tenants fail to vacate the rental unit on this date.

As the tenancy is ending on July 1, 2014 and rent is no longer to be paid, I dismiss the Tenant's Application to cancel the notice to end tenancy for cause and to allow the Tenant to reduce rent for repairs or services agreed upon but not provided.

However, the Tenants indicated that they had further e-mail and text evidence to back up their claim for monetary compensation for a reduction in the value of their tenancy. I was unable to determine the content of the text message evidence that was already provided as it was in black and white and not readable. As a result, I give the Tenants leave to re-apply for monetary compensation and loss claimed during the tenancy.

The parties are also reminded that the rights and obligations with regards to the return of the security deposit are still in effect.

Conclusion

For the above reasons, the Landlord is issued with an Order of Possession, effective at **1:00 p.m. on July 1, 2014**. If the Tenants fail to vacate on this agreed date and time, the Landlord may enforce the order through the Supreme Court of British Columbia.

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: June 24, 2014

Residential Tenancy Branch

