



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW DECISION**

### Dispute Codes:

CNC, MNDC, RP and LRE

### Introduction

This Application for Dispute resolution was the subject of a dispute resolution hearing on April 23, 2014, which the Tenant did not attend. The Arbitrator dismissed the Tenant's Application for Dispute Resolution and he granted the Landlord an Order of Possession.

On April 28, 2014 the Tenant filed an Application for Review Consideration and an Arbitrator determined that there should be a review hearing.

This review hearing was scheduled to consider the merits of the Tenant's Application for Dispute Resolution, in which the Tenant applied:

- to set aside a Notice to End Tenancy for Cause
- for a monetary Order for money owed or compensation for damage or loss
- for authorization to reduce the rent
- for an Order requiring the Landlord to make repairs
- an Order suspending or setting conditions on the Landlord's right to enter the rental unit.

Both parties were represented at the review hearing.

### Preliminary Matter

In the Application for Dispute Resolution the Tenant provided no details of the need for repairs and she provided no details of her claim for a monetary Order or her claim to reduce the rent.

The Tenant was advised that her application for a monetary Order, a rent reduction, and an Order for repairs was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because her Application for Dispute Resolution did not provide sufficient particulars of these claims, as is required by section 59(2)(b) of the *Act*. In reaching this conclusion, I was strongly influenced by the absence of any reference to these claims on the Application for Dispute Resolution. I find that proceeding with

these claims at this hearing would be prejudicial to the Landlord, as the absence of particulars makes it difficult, if not impossible, for the Landlord to adequately prepare a response to the claims. The Tenant retains the right to file another Application for Dispute Resolution regarding these specific issues.

Issue(s) to be Decided

Should the One Month Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act (Act)*, be set aside and is there a need to set conditions on the Landlord's right to enter the rental unit?

Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to settle the remaining issues in dispute in the Application for Dispute under the following terms:

- the tenancy will end on July 31, 2014
- the Landlord will be granted an Order of Possession that requires the Tenant to vacate the unit on July 31, 2014.

Analysis

The dispute has been settled by the parties in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on July 31, 2014.

This settlement agreement is recorded and the Order is issued 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

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Residential Tenancy Branch

