



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COBALT HOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OPR, MNR, MND, MNSD, FF

Introduction

In the first application the tenant seeks to cancel a ten day Notice to End Tenancy dated September 5, 2014. In the second application the landlord seeks an order of possession pursuant to the Notice and a monetary award for \$190.00 unpaid September 2014 rent and \$35.00 for suite cleaning.

The tenant no longer lives in the unit. There is a dispute about whether he voluntarily vacated or whether the landlord wrongfully retook possession.

In either event, the tenant does not seek to cancel the Notice and the landlord no longer seeks an order of possession.

It is not disputed that there remains \$190.00 owing from the \$425.00 rent that came due September 1. The tenant claims to have offered it on September 12, but even if that is so, it has not yet changed hands.

At hearing the tenant requested an adjournment so that his advocate could help him prepare a claim against the landlord involving his alleged employment at the subject apartment building, his alleged wrongful eviction and perhaps other matters.

As discussed, those claims are not properly part of this hearing and so no adjournment will be granted. The tenant is free to make that application after this hearing.

As there is some dispute about whether the landlord was entitled to enter and clean the rental unit and as that will be a central issue in the tenant's anticipated application, the landlord withdrew its claim for cleaning. I grant it leave to re-apply.

In result, the landlord is entitled to a monetary award of \$190.00 for the balance of September rent, plus recovery of the \$50.00 filing fee. I authorize the landlord to retain the \$212.50 security deposit in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$27.50.

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: October 31, 2014

Residential Tenancy Branch

