



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, FF, MNDC, RR, OPR, MNR, MND, MNDC & FF

### Introduction

A hearing was conducted by conference call in the presence of the tenant and in the absence of the landlord who failed to attend at the scheduled start time. I waited 10 minutes and monitored the telephone conference call. The landlord failed to attend. I then proceeded with the hearing. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing filed by the tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on September 12, 2014. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling a 10 day Notice to End Tenancy dated September 6, 2014?
- b. Whether the tenant is entitled to a monetary order?
- c. Whether the tenant is entitled to an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided?
- d. Whether the tenant is entitled to an order to recover the cost of the filing fee?
- e. Whether the landlord is entitled to an Order for Possession?
- f. Whether the landlord is entitled to A Monetary Order and if so how much?
- g. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on November 28, 2014. The tenancy agreement was oral. The rent was \$600 per month. The landlord did not require a security deposit. The tenant testified she vacated the rental unit on November 1, 2014 after a very unpleasant tenancy.

### Tenant's Application:

It is no longer necessary to consider the tenant's application to cancel the 10 day Notice to End Tenancy as the tenant has vacated the rental unit and that issue is moot.

The Application for Dispute Resolution filed by the tenant seeks a monetary order in the sum of \$1020 for the cost of cleaning. However, the tenant filed a monetary order worksheet on October 20, 2014 in which she is claiming the sum of \$6615.99. The tenant failed to amend her Application for Dispute Resolution as required by the Rules of Procedure. The landlord was not present at the hearing. I advised the tenant that it was contrary to the principles of natural justice and the Rules of Procedure for me to consider her claim of \$6615.99 when the Application for Dispute Resolution stated the claim was \$1020. I gave the tenant the option of proceeding with the claim of \$1020 at this time or the dismissal of her claim with liberty to re-apply. The second option would give the tenant the right to file a new Application for Dispute Resolution and her entire claim would be heard at one time. The tenant stated she wished to have this claim dismissed with leave to re-apply so that she could bring a claim for the entire amount. If the tenant chooses to file another Application the tenant should request that the Registry transfer the evidence on this file to her new file.

**As a result I ordered that the tenant's application be dismissed with liberty to re-apply.** I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

Landlord's Claim:

It is no longer necessary to consider the landlord's claim for an Order for Possession as the tenant has vacated the rental unit. The landlord failed to attend the hearing. Part of his claim is for unpaid rent. It may be the landlord failed to attend is because the tenant vacated the rental unit and he did not think the claims would be heard. I determined it was appropriate to dispose of the landlord's claim in the same manner as the tenant's. **I order that the landlord's claim be dismissed with liberty to reapply.** I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period

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: November 03, 2014

---

Residential Tenancy Branch

