



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: CNR, OLC, LRE
For the landlord: OPR, MNR

Introduction

This hearing was convened as the result of the cross applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (the “Act”).

The tenants applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”), an order suspending or setting conditions on the landlord’s right to enter the rental unit, and for an order requiring the landlord to comply with the Act.

The landlord applied for an order of possession for the rental unit due to unpaid rent and a monetary order for unpaid rent. I must note that the landlord’s application was made on a form specifically for applications under the direct request process, which is based upon written submissions only. The landlord or someone else altered this application to strike out the words “direct request” to write in the words “dispute resolution”.

At the beginning of the hearing, neither party raised any issue regarding the service of the other’s application or evidence.

The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties were provided the opportunity to present their evidence orally, refer to documentary evidence submitted prior to the hearing, respond to the other’s evidence, and make submissions to me.

I have reviewed the oral and written evidence of the parties 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.

Issue(s) to be Decided

Are the tenants entitled to an order cancelling the Notice and for orders for the landlord?

Is the landlord entitled to an order of possession for the rental unit due to unpaid rent and for monetary compensation for unpaid rent?

Background and Evidence

After testimony had been taken on the merits of the landlord's Notice, the tenant disclosed that she and her co-tenant vacated the rental unit on November 1, 2014; the landlord confirmed that they had vacated.

Therefore there was no further consideration of the tenants' request to cancel the Notice and orders for the landlord or the landlord's request to uphold the Notice.

Thereafter, testimony was heard on the remaining request for by the landlord for monetary compensation.

The parties disputed that monthly rent was \$1050, as stated on the written tenancy agreement submitted into evidence by landlord. The tenant submitted that monthly rent was \$950 and that utilities were \$100, and that the landlord received a cheque directly from a government ministry. The tenant submitted further that the landlord had been paid through the end of the tenancy, that the government ministry had issued the landlord a cheque for \$1050 for November, and that the landlord has failed to return the cheque or the tenants' security deposit.

The landlord agreed that monthly rent through the end of the tenancy had been paid, but she submitted that the tenants still owed unpaid utilities of \$210, her new monetary claim.

Analysis

Tenants' application:

As the tenants have vacated the rental unit prior to the hearing and therefore did not need consideration of their application, I dismiss their application, without leave to reapply.

Landlord's Application:

As to the landlord's remaining claim for unpaid utilities, I find that the landlord's evidence was inconsistent and therefore inconclusive. For instance, as the landlord's application was made on an application meant for a direct request, the landlord was unable to fully state or outline her claim. On the application itself, the landlord wrote that the tenants owed \$950 as listed on the 10 Day, but that they had paid \$210 towards unpaid rent and unpaid utilities. In the landlord's supporting evidence, a monetary order worksheet, listed that the tenants owed \$10 for August, \$1050 for September, and \$100 for October, but did not total the amounts as required.

Due to the above, I find the landlord submitted insufficient evidence to support her claim for \$210, and I therefore dismiss her application, without leave to reapply.

During the hearing, the tenant submitted that she had already provided the landlord with her written forwarding address, but through text message. I asked the tenant her forwarding address and she provided the same. I asked the landlord had she written the tenants' address and she confirmed that she had and read it to me.

Conclusion

The tenants' application is dismissed, without leave to reapply.

The landlord's application is dismissed, 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: November 21, 2014

Residential Tenancy Branch

