



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0905078 BD, Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes For the tenant: RP, ERP, CNR, MNDC
For the landlord: OPC, MND, FF

Introduction and preliminary matters-

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 tenant applied for an order requiring the landlord to make repairs and emergency repairs to the rental unit, an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent, and for a monetary order for money owed or compensation for damage or loss

The landlord applied for an order of possession for the rental unit due to alleged cause, a monetary order for alleged damage to the rental unit, and for recovery of the filing fee paid for this application.

Both the tenant and the landlord's agent (hereafter "landlord") attended the hearing and the parties were informed that the portion of the tenant's application dealing with a request for repairs and emergency repairs and for monetary compensation and the portion of the landlord's application dealing with a request for monetary compensation for alleged damage to the rental unit were unrelated to the primary issue of disputing or supporting the 10 Day Notice and 1 Month Notice. As a result, pursuant to section 2.3 of the Residential Tenancy Branch Rules of Procedure, I informed the parties that those particular portions of both applications would be severed and dismissed, with leave to reapply.

A short time later, the tenant disclosed that he had vacated the rental unit the weekend prior to the hearing and had moved. The landlord stated that she saw a moving truck at the rental unit, but had not confirmed thereafter that the tenant had vacated.

When questioned, the tenant confirmed that he no longer required consideration of his request to cancel the 10 Day Notice or for repairs to the rental unit. As the landlord had not confirmed that the tenant vacated, I informed the parties that, out of an abundance of caution, I would grant the landlord an order of possession for the rental unit.

Analysis and Conclusion

Due to the tenant's submission that he vacated the rental unit, I dismiss his request for an order cancelling the 10 Day Notice and his request for an order requiring the landlord to make repairs and emergency repairs, without leave to reapply.

I dismiss the tenant's request for monetary compensation, with leave to reapply.

As to the landlord's application, I grant the landlord an order of possession for the rental unit out of an abundance of caution, in the event the tenant has not fully vacated. The order of possession is enclosed with the landlord's Decision.

I dismiss the landlord's request for monetary compensation for alleged damage to the rental unit, with leave to reapply.

I decline to award the landlord recovery of their filing fee paid for their application.

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 10, 2014

Residential Tenancy Branch

