



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDC, AAT

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for the following reasons: to cancel a notice to end tenancy for unpaid rent and utilities; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and to allow access to the unit for the Tenant or the Tenant’s guest.

Both Tenants named on the Application (referred to as “RW” and “PW”) appeared for the hearing and provided affirmed testimony. An agent for both Landlords named on the Tenant’s Application appeared for the hearing and provided affirmed testimony. One of the Landlords named on the Tenants’ Application identified herself as the owner of the rental unit but did not provide any testimony during the hearing.

### Preliminary Issues

The Landlords’ agent confirmed that she had received a copy of the Tenant’s Application. However, no evidence submitted by the Tenants for this hearing was received by the Landlords. RW explained that they were unaware of the requirement to provide a copy of their written evidence to the other party. I informed the Tenants that this information was detailed in the fact sheet provided to the Tenants when they made their Application as well as on the Notice of Hearing documents.

The Tenants indicated that their evidence was in relation to their monetary claim. However, as I had declined to consider this evidence for this hearing because it had not been served in accordance with the Residential Tenancy Branch Rules of Procedure, the Tenants withdrew their monetary claim. Therefore, I dismissed this portion of their Application with leave to re-apply.

In relation to the Tenants' Application to cancel the notice to end tenancy for unpaid rent and utilities, I noted that the Tenants had not provided a copy of this into written evidence which was a requirement stipulated on the Application. The Tenants were informed that I would not be able to make any legal findings on the Notice without seeing and examining it first. The Tenants were asked about the notice to end tenancy and RW testified that he had moved out of the rental suite and that the tenancy had been ended.

However, the Landlords' agent explained that PW was still residing in the rental suite. PW testified that he was still occupying the rental suite but was in the process of moving out his personal belongings and required another week to do so.

The parties engaged into a discussion and agreed that the Landlord would be issued with an Order of Possession effective for **May 13, 2015** which would give sufficient time for RW to vacate the rental suite.

As a result, the Landlords are issued with an Order of Possession effective for May 13, 2015. This order must be served on the Tenant and may then be enforced in the Supreme Court of British Columbia as an order of that court. Copies of the order are attached to the Landlords' copy of this decision.

As the parties agreed to move out through mutual agreement, I have made no legal findings in respect to the Tenants' Application to cancel the notice to end tenancy and to allow access to the rental unit as these are now moot issues. The Tenants' Application for monetary compensation is dismissed with leave to re-apply.

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: May 06, 2015

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Residential Tenancy Branch

