



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MT, CNC, MNDC, OLC, RP, PSF,

Introduction

The tenants applied requesting more time to cancel a 1 month Notice to end tenancy for cause issued on February 24, 2015; to cancel the Notice, compensation for a rent overpayment, an Order the landlord comply with the Act, make repairs and provide services and facilities required by law.

Both parties were present at the hearing, as was the new owner of the property. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I

Preliminary Matters

The parties agreed that in May 2015 the property was sold and that the tenancy ended. The tenant and property owner P.W. signed a new tenancy agreement. P.W. attended this hearing and provided affirmed testimony that the Notice ending tenancy issued by the previous landlord has been set aside. The tenant confirmed that she wishes to remain in the rental unit. Therefore, the matter of the Notice was settled. A new tenancy agreement is now in place.

P.W. then exited the hearing and the balance of the tenant's application was considered.

The tenant confirmed that matters related to repair will be dealt with by the new landlord.

The remaining matter on the tenant's application was a rent overpayment in the sum of \$490.00 the tenant said has been made.

Issue(s) to be Decided

The tenancy required the tenant to pay rent in the sum of \$490.00 due on the first day of each month. There was no dispute that the tenant paid April 2015 rent twice. There was also no dispute that the overpayment was applied to May 2015 rent owed.

The tenant said the landlord has received an additional cheque from the government agency that pays her rent. That cheque, just less than \$72.00, has yet to be cashed by the landlord.

The agent for the landlord said he would inform the past owner of the property that if he has the cheque it is not to be cashed.

Analysis

By agreement with the new property owner, this tenancy has ended and a new tenancy agreement has been signed. Based on the agreement of the new landlord and tenant I find, pursuant to section 62(3) of the Act, that the 1 month Notice to end tenancy for cause issued on February 24, 2015 is of no force and effect.

In relation to the cheque the tenant said the landlord has been sent I find that there is no reason for any additional payment owed to the landlord and, pursuant to section 62(3) of the Act, that the landlord should not cash any further cheques. This finding is based on confirmation of the landlord's agent.

Conclusion

This tenancy has ended as the result of a sale of the property and an agreement with the new owners. The tenant has entered into a tenancy with the new property owner who has set aside the Notice to end tenancy.

The one month Notice to end tenancy for cause issued on February 24, 2015 is of no force and effect.

The tenant's monetary claim is dismissed as the rent overpayment was applied to May 2015 rent owed.

If the landlord has received any additional payment related to this tenancy that cheque is not to be cashed.

This decision is final and binding and 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: June 03, 2015

Residential Tenancy Branch

