



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNL, CNR, MNDC, MNR, OLC, ERP, RP, RPP, AAT, LAT, RR, SS

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking more time to cancel a notice to end tenancy; to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property; to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; a monetary order; orders to have the landlord make repairs and emergency repairs, return the tenant's personal property, to allow the tenant and her guests access to the rental unit, to change the locks on the rental unit, to reduce rent, and for substituted service.

The hearing was conducted via teleconference and was attended by the tenant, her witness and the landlord.

At the outset of the hearing I identified to the tenant that she had failed to identify, in her Application for Dispute Resolution, an amount that she was claiming as compensation for issues related to the tenancy.

Section 59(2) stipulates that an application for dispute resolution must be in the approved form and include full particulars of the dispute that is to be the subject of the dispute resolution proceedings.

As the tenant's Application did not include an amount of money she was claiming I find her Application failed to disclose the full particulars of the dispute. As such, I amend this portion of the tenant's Application and note that she remains at liberty to file a separate Application if she continues to seek compensation.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to more time to apply to cancel a notice to end tenancy; to cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property; to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; to an order having the landlord make repairs and emergency repairs; to an order requiring the landlord to return the tenant's personal possessions; to an order allowing the tenant and her guests access to the rental unit; to allow the tenant to change locks

to the rental unit; to allow the tenant to reduce rent, pursuant to Sections 30, 32, 33, 46, 49, 65, and 70 of the *Residential Tenancy Act (Act)*.

Background and Evidence

During the hearing the parties reached the following settlement:

1. The landlord will allow the tenant access to unit #6 for two hours on Sunday, September 20, 2015 at 10:00 a.m.; and
2. The tenant agrees to vacate the rental unit as of September 30, 2015.

Conclusion

In support of this settlement and with agreement of both parties I grant the landlord an order of possession effective **September 30, 2015 after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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: September 16, 2015

Residential Tenancy Branch

