



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, MNDC, MNSD, OLC, RP, RR, FF

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for emergency and other repairs - Section 32;
3. A Monetary Order for compensation - Section 67;
4. An Order for the Landlord's compliance - Section 62;
5. An Order for a rent reduction - Section 65;
6. An Order for the return of the security deposit - Section 38; and
7. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

The Parties do not dispute that between the time that the Tenant's application was made and the date of this hearing the rental unit was sold to a 3rd party who took possession on September 1, 2015. The Tenant states that 3rd party and the Tenant then entered into a new written tenancy agreement with a new monthly rental amount of \$900.00. The Parties do not dispute that under the previous tenancy agreement the tenancy started on February 2, 2015 with rent of \$1,800.00 payable monthly. They also do not dispute that at the outset of that tenancy the Landlord collected \$900.00 as a security deposit and \$200.00 as a pet deposit. The Landlord states that the security deposits paid by the Tenant have been transferred to the 3rd party.

The Landlord states that he is no longer interested in possession of the unit and is leaving that matter in the hands of the 3rd party to determine. The Tenant states that there are no emergency repairs required only an issue with mold.

Section 6 of the Act provides that the rights, obligations and prohibitions established under this Act are enforceable between a landlord and tenant under a tenancy agreement. As a new tenancy agreement was entered into by the 3rd party I find that the notice to end tenancy issued under the previous tenancy agreement is no longer valid and the tenancy of the rental unit continues under the new relationship. I also find that the Tenant no longer has any claims against the Landlord named in this application and I dismiss the 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: October 16, 2015

Residential Tenancy Branch

