



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, MNDC, RP, LRE, LAT, RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties agreed that the tenant served the landlord with the notice of hearing package in person on June 2, 2016. The tenant did not submit any documentary evidence. The landlord stated that a documentary evidence package was submitted to the Residential Tenancy Branch and to the tenant. The tenant confirmed receipt of the landlord's documentary evidence. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served as per sections 88 and 89 of the Act. The landlord is deemed served with the notice of hearing package on June 2, 2016 as per section 90 of the Act.

Preliminary Issue(s)

RTB Rules of Procedure 2.3 states that “if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply.” In this regard I find that the tenant has applied for a monetary order for money owed or compensation for damage or loss, for an order for the landlord to make repairs to the unit, site or property, an order to suspend or set conditions on the landlord’s right to enter, an order authorizing the tenant to change the locks and an order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided. The tenant confirmed in her direct testimony that the above listed requests are unrelated to the dispute to cancel the notice to end tenancy. As these sections of the tenant’s application are unrelated to the main section which is to cancel the notice to end tenancy issued for cause, I dismiss these sections of the tenant’s claim with leave to reapply.

Issue(s) to be Decided

Is the tenant allowed more time to make an application to cancel a Notice to End Tenancy?

Is the tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant’s claim and my findings are set out below.

Both parties agreed that there was no signed tenancy agreement, but that an agreement was made to begin the tenancy in September 2015 for a fixed term of 6 month and then later to a month-to-month basis. The monthly rent is \$375.00 payable on the 1st day of each month. No security deposit was required by the landlord.

Both parties confirmed that the landlord served the tenant with the 1 Month Notice dated April 23, 2016 by posting it to the rental unit door. The 1 Month Notice displays an effective end of tenancy date of June 1, 2016 and sets out 2 reasons for cause as:

- Tenant is repeatedly late paying rent.

- Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord.

Analysis and Conclusion

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agreed to mutually end the tenancy on August 1, 2016.

Pursuant to this agreement the landlord will be given an order of possession to reflect condition #1 of this agreement. Should it be necessary, this order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The above particulars comprise full and final settlement of all aspects of the dispute arising from these applications for both parties.

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: July 06, 2016

Residential Tenancy Branch