



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNSD, LAT, LRE, AAT, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for the following reasons: to cancel a notice to end tenancy for cause; for the Landlord to comply with the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to suspend or set conditions on the Landlord’s right to enter the rental unit; to authorise the Tenant to change the locks to the rental unit; to allow the Tenant access to the rental unit; and for the return of the Tenant’s security deposit.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant’s Application. Both parties confirmed that they had not provided any documentary evidence prior to the hearing. In addition, neither party provided a copy of the notice to end tenancy for cause which was essential to the proceedings in order for me to make a determination on it.

However, the Tenant explained that she was still residing in the rental unit and was intending to move out of the rental unit on October 31, 2016. As a result, I offered the parties an opportunity to end the tenancy by mutual agreement and that such an agreement between the parties would be made voluntarily pursuant to my authority under Section 63 of the Act.

The parties agreed to end the tenancy on this date and the Landlord will be issued with an Order of Possession. The Landlord may use the Order of Possession to enforce the ending of the tenancy if the Tenant fails to vacate the rental unit on this date through the BC Supreme Court as an order of that court. Copies of the Order of Possession to serve to the Tenant are attached to the Landlord’s copy of this Decision.

In relation to the remainder of the Tenant’s Application, I find the Tenant’s Application for the return of her security deposit was premature as the tenancy has not ended at the time of this hearing. The parties were provided with information regarding their rights

and obligations with respect to the return of the security deposit after the tenancy has ended pursuant to Section 38(1) of the Act. The parties are cautioned to apprise themselves of the strict requirements of the Act in relation to a tenant's security deposit. Both parties are at liberty to contact the Residential Tenancy Branch Information Line for more guidance on this topic using the contact details and website links on the last page of this Decision.

As the tenancy is to end shortly, I dismiss the remainder of the Tenant's Application as these are now moot issues. In the details section of the Tenant's Application, the Tenant requested monetary compensation from the Landlord; however, the Tenant did not provide a detailed calculation of the amount being claimed from the Landlord or provide any supporting evidence of this claim. Therefore, this issue was not determined in this hearing and the Tenant agreed that she retained the right to re-apply for monetary compensation through dispute resolution knowing that she bears the burden to prove such a claim.

Analysis & Conclusion

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The parties agreed to end this tenancy on October 31, 2016 at 1:00 p.m. The Landlord is issued with an Order of Possession for this date and time. The remainder of the Tenant's Application is dismissed but the Tenant is at liberty to pursue her monetary claim and the return of her security deposit through another Application. The Tenant must still pay rent for the duration of the tenancy. The parties confirmed their understanding of resolution in this manner during and at the end of the hearing. This file is now closed.

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 15, 2016

Residential Tenancy Branch

