



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”).

The Landlord filed an Application requesting an order of possession due to unpaid rent and /or utilities; and for a monetary order for unpaid rent.

The Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; to cancel a 2 Month Notice To End Tenancy For Landlord's Use Of Property; for an order that the Landlord comply with the Act, regulations, or tenancy agreement; for an order that the Landlord provide a service or facility required by law; to deduct the cost of repairs services or facilities from the rent; and to recover the cost of the application.

The matter was set for a conference call hearing. The Tenant appeared at the hearing; however, the Landlord did not. The Tenant provided affirmed testimony that she served the Landlord with the Notice of Hearing using Canada Post Registered Mail on September 17, 2016. The Tenant provided the Registered Mail tracking number as proof of service. I find that the Landlord was served with the Notice of Hearing in accordance with sections 89 and 90 of the Act.

The Tenant was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions at the hearing.

Preliminary Issues

The Landlord applied for Dispute Resolution but failed to appear at the hearing. The Landlord's Application is dismissed with leave to reapply.

The Tenant testified that the tenancy began on December 1, 2015, and ended on September 20, 2016 when the Landlord improperly evicted her. Rent in the amount of \$800.00 per month

was paid bi weekly to the Landlord. The Tenant paid a security deposit in the amount of \$400.00.

The Tenant testified that a couple of days after sending the Notice of Hearing to the Landlord she came home on September 20, 2016, to find that the Landlord had moved all of her possessions out of the rental unit and onto the street. The Tenant stated that the Landlord evicted her improperly.

The Tenant did not amend her Application to request an order of possession for the rental unit, and she testified that she does not want to move back into the rental unit.

The Tenant's Application requesting to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities; and to cancel a 2 Month Notice To End Tenancy For Landlord's Use Of Property is dismissed.

The Tenant did not identify a monetary amount within her Application and there is no documentary evidence received from the Tenant.

The Residential Tenancy Branch Rules of Procedure 2.3 and 6.2 permit an Arbitrator to exercise discretion to dismiss unrelated claims with or without leave to reapply. As the primary issue to decide is whether or not the tenancy has ended, I have dismissed the Tenant's monetary claims with leave to reapply.

Conclusion

The Tenant's Application to cancel notices to end tenancy are dismissed. The Tenant has leave to reapply for her monetary claims.

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: November 04, 2016

Residential Tenancy Branch