



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, CNC, OLC, RP

### Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent dated October 3, 2016 and to cancel a one month Notice to End Tenancy for cause dated September 27, 2016. She also seeks a compliance order and a repair order against the landlord.

It is agreed that following receipt of the October 3, ten day Notice, the tenant paid the rent within the prescribed time. That Notice is therefore no longer of any effect.

By an amendment made November 10, 2016 the tenant also seeks to cancel a second ten day Notice to End Tenancy for unpaid rent received November 3, 2016.

On November 10, the same day as the tenant's amendment request was made, the landlord applied for and later obtained an order of possession by the direct request process.

He has served that order on the tenant. She has applied for a review consideration of that direct request application but the review consideration has not yet been made.

As stated at hearing, in the present circumstances and until an arbitrator or a court says otherwise, it has been determined that this tenancy has ended by operation of the November 3, 2016 ten day Notice and an order of possession has been issued as a result.

The act of applying for a review consideration does not automatically invoke a stay of the decision being reviewed.

As a result, at present there is no longer a tenancy. Thus no practical purpose would be served by adjudicating the tenant's present claims.

I therefore dismiss the tenant's application.

Should it be that the November 3, 2016 ten day Notice is ultimately cancelled, I grant the tenant leave to reapply for a compliance order and/or a repair order.

Should that Notice be cancelled, the tenant will be out of time to make another application to challenge the one month Notice to End Tenancy for cause dated September 27, 2016. Time to apply cannot be extended past the October 31, 2016 effective date in that Notice.

In these circumstances I direct that should the November 3, ten day Notice be ultimately set aside and cancelled, the landlord may not rely upon the one month Notice dated September 27, 2016 as causing an end to the tenancy but is at liberty to issue another one month Notice to End Tenancy for cause based upon the same or additional grounds.

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 24, 2016

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Residential Tenancy Branch