



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes: CNR, CNC, DRI, ERP, LAT, LRE, MNDC, MNSD, MT, OLC, RP, RR

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel a 10 day Notice to End Tenancy dated October 15, 2016.
- b. An order to cancel the one month Notice to End Tenancy dated October 15, 2016?
- c. An order disputing a rent increase that does not comply with an increase permitted by the Regulations.
- d. A order that the landlord make emergency repairs for health or safety reasons.
- e. An order to suspend or set conditions on the landlord's right to enter the rental unit.
- f. An order for a monetary order in the sum of \$1000
- g. An order authorizing the Tenant to change of locks.
- h. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- i. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- j. An order for the return of the Tenant's security deposit and pet damage deposit
- k. An order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- l. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The tenant requested that her application for a monetary order be adjourned. I denied this request. The tenant failed to properly identify her claim in the first place and failed to file a monetary order worksheet. I determined it would more appropriate for the Tenant to file a new Application for Arbitration that properly identifies her claims along with a monetary order worksheet.

I find that the 10 day Notice to End Tenancy was personally served on the Tenant on October 5, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlords by mailing, by registered mail to where the landlords reside. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order to cancel a 10 day Notice to End Tenancy dated October 15, 2016.
- b. Whether the tenant is entitled to an order to cancel the one month Notice to End Tenancy dated October 15, 2016?
- c. Whether the tenant is entitled to an order disputing a rent increase that does not comply with an increase permitted by the Regulations.
- d. Whether the tenant is entitled to an order that the landlord make emergency repairs for health or safety reasons.
- e. Whether the tenant is entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit.
- f. Whether the tenant is entitled to an order for a monetary order in the sum of \$1000
- g. Whether the tenant is entitled to an order authorizing the Tenant to change of locks.
- h. Whether the tenant is entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit.
- i. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law.
- j. Whether the tenant is entitled to an order for the return of the Tenant's security deposit and pet damage deposit.
- k. Whether the tenant is entitled to an order for the reduction of rent for repairs, services, or facilities agreed upon but not provided
- l. Whether the tenant is entitled to an order to recover the cost of the filing fee?

Background and Evidence:

The tenancy began on May 14, 2016. The oral tenancy agreement provided that the tenant(s) would pay rent of \$525 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit and pet damage deposit totalling \$525 prior to the start of the tenancy.

There is a great deal of animosity between the parties. The parties stated that the tenant has given written notice that she will be vacating the rental unit by December 31, 2016.

The tenancy will be coming to an end at the end of December. I determined it was moot to consider the following claims and dismissed each of them:

- a. An order to cancel a 10 day Notice to End Tenancy dated October 15, 2016.
- b. An order to cancel the one month Notice to End Tenancy dated October 15, 2016?
- c. An order disputing a rent increase that does not comply with an increase permitted by the Regulations.
- d. A order that the landlord make emergency repairs for health or safety reasons.
- e. An order to suspend or set conditions on the landlord's right to enter the rental unit.
- f. An order authorizing the Tenant to change of locks.
- g. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- h. An order that the landlord provide services or facilities required by the tenancy agreement or law.

I dismissed the claim to recover the cost of the filing fee as most of the tenant's claims have been dismissed without leave to re-apply.

I ordered that the application of the tenant for a monetary order and to recover her security deposit and pet damage deposit be dismissed with leave to re-apply. I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

Settlement:

The parties reached the following settlement of limited issues:

- a. The parties mutually agree to end the tenancy on December 31, 2016 and consent to an Order for Possession being issued for that date.
- b. The parties agree that the Condition Inspection will be conducted between the tenant and the landlord's agent starting at 1:00 p.m. on December 31, 2016.

As a result of the settlement I granted an Order for Possession effective December 31, 2016.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Conclusion:

In summary I granted an Order for Possession effective December 31, 2016. I dismissed the tenant's claim for a monetary order and to recover the security deposit and pet damage deposit with liberty to re-apply. I dismissed all other claims without leave to re-apply.

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: December 08, 2016

Residential Tenancy Branch