



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE NORTH STAR REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, CNC, MT, MNDC, MNSD, RR

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants on December 23, 2016. The Tenants applied for the following issues:

- to cancel a notice to end tenancy for cause;
- to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “10 Day Notice”) dated December 12, 2016;
- for more time to cancel the notices to end tenancy;
- for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement;
- for the return of the Tenants’ security deposit; and
- to reduce rent for repairs, services or facilities agreed upon but not provided.

The Tenants amended their Application on January 10, 2017 to dispute another 10 Day Notice dated January 5, 2017.

Preliminary Issues and Findings

The male Tenant and the Landlord, who was also the agent for the company Landlord named on the Application, appeared for the hearing and provided affirmed testimony. The hearing process was explained the parties had no questions of the proceeding instructions.

The Landlord confirmed receipt of the Tenants’ Application and their amended Application. The Tenant confirmed receipt of the Landlord’s five pages of documentary evidence prior to the hearing but explained that he did not have sufficient time to submit

all of his documentary and photographic evidence for his monetary claim. The Tenant continued to explain that he was moving out of the rental unit by the end of January 2017 and did not raise any objections to the Landlord being issued with an Order of Possession to end the tenancy for this date.

The Landlord was asked whether he wanted the notices to end tenancy to be determined or whether he wanted an Order of Possession for the date indicated by the Tenant. The Landlord consented to the tenancy ending on January 31, 2017 and being issued with an Order of Possession for this date.

Accordingly, I dismiss the Tenants' application to cancel all of the notices to end tenancy served in this tenancy and the Tenants' Application for more time to cancel the notices to end tenancy as these are now moot.

The Landlords are issued with an Order of Possession which is effective on January 31, 2017 at 1:00 p.m. This order must be served to the Tenants and may then be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenants fail to vacate the rental suite. Copies of this order are attached to the Landlords' copy of this Decision. The Tenants may be held liable for any enforcement costs incurred by the Landlords.

As the tenancy had not ended at the time of this hearing, I find the Tenants' Application for the return of their security deposit is premature and is dismissed with leave to re-apply. This matter can only be determined after the tenancy has ended and the Tenants have complied with the Act in providing a forwarding address in writing to the Landlords.

As the Tenant did not have all the evidence for reduced rent and monetary compensation, the Tenant withdrew these portions of the Application and is given leave to re-apply. 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: January 23, 2017

Residential Tenancy Branch

