



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR OPR MNDC

Introduction:

Only the respondent tenant attended the hearing and gave sworn testimony. She confirmed the 10 Day Notice to End the Tenancy for non-payment of rent dated June 6, 2017 to be effective June 15, 2017 was served by posting it on her door. The tenant said they served the landlord personally with their Application for Dispute dated June 8, 2017. She said he just snatched it and closed the door. I find the documents were legally served pursuant to sections 88 and 89 for the purposes of this hearing. The tenant applies pursuant to section 46 of *The Residential Tenancy Act* (the Act)

- a) to cancel the Notice to End Tenancy;
- b) to obtain compensation for emergency and other repairs.
- c) To obtain compensation for facilities withdrawn or not provided pursuant to section 27 of the Act.

Issues: Is the tenant entitled to any relief?

Background and Evidence:

Only the tenant attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The tenancy began in June or July 2013, rent is \$1130 a month and a security deposit of \$550 was paid. The tenant said in a previous hearing, the landlord obtained an Order of Possession effective July 31, 2017 and they vacated in accordance with the Order. They said they had a free month's rent because of the section 49 Notice and they authorized the landlord to retain the security deposit and paid the balance of \$700 for rent for June 2017.

The tenant provided no documentary evidence to support her claim for compensation and did not discuss it in the hearing. I note in the previous hearing the parties were encouraged to continue settlement discussions with the hope of reaching a compromise.

Analysis:

The landlord was previously granted an Order of Possession, the tenant has vacated and the landlord did not attend the hearing to support his Notice. Therefore, I set aside the 10 Day Notice to End Tenancy for unpaid rent.

I find insufficient evidence to support the tenant's claim for compensation so I dismiss this portion of her claim with leave to reapply. I note she may have settled this with the landlord pursuant to advice in the last hearing.

Conclusion:

I set aside and cancel the Notice to End Tenancy dated June 6, 2017 and find her entitled to recover her filing fee. I dismiss the tenant's application for further compensation with leave to reapply.

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: August 02, 2017

Residential Tenancy Branch