



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MT; AAT; CNL; MNDC

### **Introduction and Preliminary Matters**

This is the Tenants' Application for Dispute Resolution made January 31, 2018, seeking an extension of time to dispute a notice to end the tenancy; to cancel a Notice to End Tenancy for Cause; an Order that the Landlord provide access to the rental unit to the Tenants or their guests; and compensation for damage or loss under the Act, regulation or Tenancy Agreement.

This matter was scheduled to be heard by teleconference at 9:30 a.m. on March 13, 2018. The Tenants JA and BM attended the Hearing and gave affirmed testimony. The Landlord did not attend the Hearing, which remained open for 20 minutes.

The Tenants testified that they handed the Notice of Hearing documents to the Landlord on January 31, 2018, at the rental property. Based on the Tenants' affirmed testimony, I find that the Landlord was duly served in accordance with the provisions of Section 89 of the Act. The Hearing continued in the Landlord's absence.

Neither party provided any electronic or documentary evidence.

The Tenant's Application is very confusing. The Tenants stated that the Landlord gave them written notice that they had to move out of the rental unit in August, 2017 and again on January 18, 2018. They stated that the notice stated that the Tenants had to move because the rental property would be demolished. They stated that it was not a "real notice" because it was not on the required form.

The Tenants stated that they moved out of the rental unit.

The Tenants stated that they seek compensation in the amount of \$875.00 for repairs that they made to the rental unit.

I explained to the Tenants that since there was no valid Notice to End Tenancy to dispute, their application for an extension of time to cancel a notice to end tenancy and to cancel a Notice to End Tenancy for Cause is dismissed. The Tenants have already moved out of the rental unit. Therefore, the tenancy is over and their application for access to the rental unit is also dismissed.

The Tenants' application for a monetary award is dismissed with leave to reapply. The Tenants were advised to seek the help of an advocate if they decide to reapply.

### **Conclusion**

The Tenants' application for a monetary award is dismissed with leave to reapply.

The tenancy is over and therefore the remainder of the Tenants' application is dismissed.

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: March 14, 2018

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Residential Tenancy Branch