



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Tenants' Application made January 5, 2018: MT; CNR; LRE; MNDC; FF  
Amended March 23, 2018, to increase amount of monetary claim

### **Introduction**

This is the Tenants' Application for Dispute Resolution seeking an extension of time to dispute a notice to end the tenancy; to cancel a Notice to End Tenancy for Unpaid Rent; an Order suspending or setting conditions on the Landlord's right to access the rental unit; compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Landlord.

Both of the parties attended the Hearing which took place by teleconference. The parties and the Landlord's witness gave affirmed testimony. The hearing process was explained and the parties were given an opportunity to ask questions about the process.

The Tenant MT testified that he mailed the Notice of Hearing documents to the Landlord, by registered mail, on February 8, 2018. He testified that he mailed the Tenants' documentary evidence, by registered mail, to the Landlord on March 13, 2018, and the Tenants' amended Application, also by registered mail, to the Landlord on March 23, 2018. The Tenant provided tracking numbers for all of the registered documents. The Landlord acknowledged receipt of the documents.

The Landlord testified that he attached a copy of his documentary evidence to the Tenants' door on March 27, 2018. The Landlord's documentary evidence discloses that he is also seeking a monetary award, but the Landlord has not yet made an Application for Dispute Resolution. The Landlord was advised that he is at liberty to make his own Application, but that the only Application in front of me is the Tenants' Application.

The Tenant stated that he wishes to seek more damages because of further recent acts of the Landlord. He asked to be given more time to amend his Application to increase his monetary claim. I advised the Tenant of the provisions of Rules 2.3 and 6.2 of the Rules of Procedure, which provide that claims made on an application must be sufficiently related to each other. For example, if a party has applied to cancel a Notice to End Tenancy or is seeking an order of possession, the arbitrator may decline to hear other claims that have been included in the application and the arbitrator may dismiss such matters with or without leave to reapply. In this case, I find that the Tenant's application for compensation for damage or loss is not sufficiently related to his application to cancel the Notice to End Tenancy and therefore, that portion of his Application is dismissed with leave to reapply.

To be clear, both parties are at liberty to make Applications for monetary awards.

### **Preliminary Matter: extension of time to cancel Notice to End Tenancy**

The Tenant was provided with two notices to end the tenancy. Copies of both notices were provided in evidence. The first notice does not comply with Section 52 of the Act (form and content of notice to end tenancy) and is therefore not a valid notice. The second notice complies with Section 52 of the Act. It was dated the same date as the first notice, January 11, 2018, but was actually issued on or about January 31, 2018. I find that this incorrect date does not invalidate the Notice. The Tenant received the second notice on January 31, 2018, and made his Application for Dispute Resolution within 5 days of that date. Therefore, I find that the Tenant does not require an extension of time and this portion of his Application is moot.

### **Issue(s) to be Decided**

Should the Notice to End Tenancy be canceled or upheld?

Should the Landlord's right to access the rental unit be suspended or restricted?

### **Background and Evidence**

The Landlord's witness JP confirmed that she hand delivered the Notice to End Tenancy to the Tenant on January 31, 2018.

During the course of the Hearing, the Tenant stated that he wished to end the tenancy. The parties came to an agreement with respect to the date that the tenancy ends. Pursuant to the provisions of Section 63 of the Act, I hereby record the settlement agreement as follows:

1. The parties agree that the tenancy will end at 1:00 p.m., April 30, 2018.
2. The parties agree to meet at the rental unit to complete a move-out Condition Inspection Report at 1:00 p.m., April 30, 2018.

The tenancy is ending and therefore the Tenant's application for an Order suspending or setting conditions on the Landlord's right to access the rental unit is dismissed.

### **Conclusion**

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

The Tenants' application for an Order suspending or setting conditions on the Landlord's right to access the rental unit is dismissed.

The Tenant's claims have been dismissed, or dismissed with leave to reapply, or settled between the parties, and therefore I order that the Tenant bear the cost of the filing fee.

In support of the settlement agreement between the parties, the Landlord is hereby provided with an Order of Possession effective April 30, 2018 at 1:00 p.m. This Order may be enforced in the Supreme Court of British Columbia.

The parties agreed to meet at the rental unit to complete a move-out Condition Inspection Report at 1:00 p.m., April 30, 2018.

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: April 17, 2018

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Residential Tenancy Branch