



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNC

### **Introduction:**

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

- a. An order to cancel the one month Notice to End Tenancy dated April 17, 2018
- b. An order that the landlord comply with the Residential Tenancy Act, Regulations and or tenancy agreement.
- c. 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. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on April 18, 2018. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides in early May 2018. The landlord acknowledged receipt of the documents. 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 cancelling the Notice to End Tenancy dated April 17, 2018?
- b. Whether the Tenant is entitled to an order that the landlord comply with the Residential Tenancy Act, Regulations and or tenancy agreement.
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The tenancy began on October 1, 2018. The rent at the time the tenancy ended was \$1840 per month payable in advance at the start of the tenancy. There is a dispute between the parties as to whether the tenant paid a security deposit and/or pet damage deposit. The tenant testified she paid a security deposit of \$640 and a pet damage deposit of \$640 at the start of the tenancy. The landlord disputes this saying she holds a security deposit of \$845 and no pet damage deposit.

The tenant vacated the rental unit on May 31, 2018.

Analysis:

As the tenant has vacated the rental unit and has no interest in reinstating the tenancy I ordered that the tenant's application to cancel the on month Notice to End Tenancy be dismissed without liberty to re-apply. The tenancy shall end on the date set out in the Notice to End Tenancy. All other claims in the Tenant's application are dismissed without liberty to re-apply. It is not necessary to grant an Order of Possession as the Tenant has vacated the rental unit.

The parties are encouraged to attempt to settle any monetary disputes they may have. If they are unable to do so either party has the right to file an Application for Dispute Resolution to seek a monetary order.

**This decision is final and binding on the parties.**

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: June 21, 2018

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Residential Tenancy Branch