



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, OPC, MNDL-S, FFL

The Application for Dispute Resolution filed by the Tenants makes the following claims:

- a. An order to cancel the one month Notice to End Tenancy dated July 10, 2018
- b. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- c.

The Application for Dispute Resolution filed by the landlords makes the following claims:

- a. An Order for Possession for repeated late payment of rent
- b. A monetary order in the sum of \$500
- c. An order to retain the security deposit
- d. 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 served on the Tenants by posting on July 10, 2018. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the Tenants was served on the landlords by posting on July 13, 2018. I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the landlords was personally served on the Tenants on July 24, 2018.

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the one month Notice to End Tenancy dated July 10, 2018?
- b. Whether the tenants are entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement?
- c. Whether the landlords are entitled to an Order for Possession?
- d. Whether the landlords are entitled to A Monetary Order and if so how much?
- e. Whether the landlords are entitled to retain all or a portion of the security deposit/pet deposit?
- f. Whether the landlords are entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 1, 2017, end on May 31, 2018 and become month to month after that. The tenancy agreement provided that the rent was \$1000 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$500 at the start of the tenancy.

The landlord served a one month Notice to End Tenancy on the Tenants on July 10, 2018 that set the end of tenancy for August 31, 2018. The tenants vacated the rental unit on or about August 12, 2018.

Tenant's Application:

The Tenants' application for an order to cancel the one month Notice to End Tenancy is now moot as the Tenants have vacated the rental unit. As a result I ordered that the Tenants' application be dismissed without leave to re-apply. The landlord stated they have regained possession and they did not need an Order of Possession. I dismissed the Tenants application for an order that the landlord comply with the Act, regulations and/or tenancy agreement as this claim is no longer relevant as the tenancy has come to an end without leave to re-apply.

Landlord's Application - Order of Possession:

I dismissed the landlord's application for an Order of Possession for the reasons set out above. The landlord has regained possession. They stated that they do not need an Order of Possession.

Analysis - Monetary Order, Security Deposit and Cost of Filing fee:

The Application for Dispute Resolution filed by the landlord seeks a monetary order in the sum of \$500 for damage to the rental unit. However, the landlords failed to present sufficient evidence to support this claim as at the time the claim was filed the tenants

were still residing in the rental unit. The landlords stated they wished to withdraw this claim. As a result I ordered that the landlord's monetary claim and the claim to retain the security deposit be dismissed as withdrawn. The landlords have liberty to re-apply.

I dismissed the landlords claim to recover the cost of the filing fee as the landlords were not successful in this application.

Conclusion:

I ordered that the tenants' application to cancel the one month Notice to End Tenancy and for an order that the landlord comply with the Act, Regulations and tenancy agreement be dismissed without leave to re-apply. I dismissed the landlords' application for an Order of Possession. I dismissed the landlords' claim for a monetary order and to retain the security deposit with leave to re-apply. I dismissed the landlords' claim to recover the cost of the filing fee without leave to re-apply.

The tenants uploaded a large number of documents alleging the landlords interfered with their peaceful enjoyment of the rental unit. However, the tenants' Application for Dispute Resolution did not make a monetary claim. This issue has not been decided in this decision and the tenants retain the right to file a monetary claim.

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: September 07, 2018

Residential Tenancy Branch