



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JDC Property Management Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNR, OLC, PSF, FF

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order cancelling a notice to end tenancy - Section 46;
2. An Order for the Landlord’s compliance - Section 62;
3. An Order for the provision of services and facilities - Section 65; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

## **Background**

The Tenant states that she is currently in the hospital but is moving out of the unit and has made arrangements for the movers for September 28, 2018. The Tenant confirms that there is no longer a requirement to dispute the notice to end tenancy for unpaid rent dated August 8, 2018. The Tenant provided a copy of that notice as evidence for this hearing. The Tenant confirms that no rent was paid for August 2018. The Landlord states that no rent was paid for September 2018. The Tenant wishes to be compensated for losses that occurred during the tenancy. The Tenant did not make this claim in the application and did not amend the application to add a claim for compensation.

## **Analysis**

Section 26 of the Act provides that a tenant must pay the rent when and as provided under the tenancy agreement whether or not the landlord complies with this Act, the

regulations or the tenancy agreement. As the tenancy is ending I dismiss the claim to cancel the notice to end tenancy for unpaid rent. As the Tenant provided no evidence of any valid basis for the dispute of the notice to end tenancy for unpaid rent I decline to award the Tenant with recovery of the filing fee. As the claims in relation to the Landlord's compliance and the provision of services or facilities are relevant to an ongoing tenancy I dismiss these claims and in effect the Tenant's application is dismissed in its entirety.

Section 55(1) provides that if a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, an order of possession must be granted to the landlord if, the notice to end tenancy complies in form and content and the tenant's application is dismissed or the landlord's notice is upheld. Section 52 of the Act provides that In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and
- (e) when given by a landlord, be in the approved form.

Considering that the required form and content is contained on the notice to end tenancy for unpaid rent and given the dismissal of the Tenant's application I find that the Landlord is entitled to an order of possession.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure provides that claims are limited to those stated in the application. As the Tenant's application does not include a claim for compensation and as the Tenant did not amend the application I find that I may not consider any claim for compensation at this hearing. The Tenant remains at

liberty to make a claim for compensation if the Landlord caused any losses to the Tenant during the tenancy.

Conclusion

The Tenant's application is dismissed.

**I grant** an Order of Possession to the Landlord. The Tenant must be served with this **Order of Possession**. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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 27, 2018

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Residential Tenancy Branch