



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, LAT, LRE, 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 36;
2. An Order for emergency repairs - Section 32;
3. An Order allowing the Tenant to change the locks - Section 70;
4. An Order restricting the Landlord’s entry into the unit - Section 79; and
5. 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.

The Landlord states that his last name was not included in the Tenant’s application. The Tenant agrees that the application should be corrected to add the Landlord’s last name as stated by the Landlord. Given the Parties agreement on the Landlord’s name I correct the style of cause on the application to include the Landlord’s last name.

The Tenant made submissions in its evidence package seeking monetary compensation. The Tenant confirms that no claim for compensation was made in the application and that no amendment was made to the application to include the claim for compensation.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure provides that claims are limited to what is stated in the application. As no monetary claim was included in the application and as the Tenant did not make an amendment to the application to include the monetary claim I find that the Tenant may not now pursue the monetary claim with its current application. The Tenant remains at liberty, within the applicable limitation period, to make another application for such a claim.

The Parties confirm that the Tenant has moved out of the unit and that the Landlord has possession of the unit. The Landlord confirms that an order of possession was obtained from the Residential Tenancy Branch (the “RTB”) through its direct request proceedings. The Tenant confirms that the rent that was set out as outstanding on the notice to end tenancy for unpaid rent that was disputed in this application was not paid. As the claims to cancel the notice to end tenancy, repairs, locks and entries are only relevant to an ongoing tenancy and as the tenancy has ended I dismiss these claims. As the Tenant’s claim to cancel the notice to end tenancy for unpaid rent had no merit I decline to award recovery of the filing fee and in effect the Tenant’s application is dismissed in its entirety.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: October 11, 2018

Residential Tenancy Branch