



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, ERP, LRE, MNRT, OLC, PSF, RP, RR

Introduction

This hearing was scheduled in response to the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession of the rental unit pursuant to section 54;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32; and
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

The landlords did not participate in the conference call hearing, which lasted approximately 30 minutes. The tenant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The tenant testified that on November 9, 2018 he forwarded the tenant's application for dispute resolution hearing package ("Application") via registered mail to each landlord. The tenant provided two Canada Post receipts and tracking numbers as proof of service.

Based on the testimony of the tenant and in accordance with sections 89 and 90 of the *Act*, I find that the landlords have been deemed served with the application on November 14, 2018, the fifth day after its registered mailing.

Issue(s) to be Decided

Is the tenant entitled to an order of possession of the rental unit?

Is the tenant entitled to an order to the landlord to make emergency repairs to the rental unit?

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

Is the tenant entitled to a monetary order for the cost of emergency repairs to the rental unit?

Is the tenant entitled to an order requiring the landlord to comply with the *Act, Regulation* or tenancy agreement?

Is the tenant entitled to an order to the landlord to provide services or facilities required by law?

Is the tenant entitled to an order to the landlord to make repairs to the rental unit?

Is the tenant entitled to an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenant testified that he found the application process for dispute resolution intimidating and difficult. In his application the tenant wrote;

“On Oct 3rd ask them to fix sink on Oct 16th the fridge quit all food went bad. Still not fix. Oct 3, 2018, the old tenant came in and started throwing stuff around. The Nelson Police were called 3 times. Food in fridge went rotten because it quit working. Personal belongings were damaged asking for compensation.”

[Reproduced as written]

The only documentary evidence provided for this hearing, was the Canada Post receipts and tracking numbers, therefore I am left to rely on oral testimony. During the hearing, the tenant explained that he wants a place to live and \$500.00 in compensation for his food that spoiled. He testified that the original tenant offered him the rental unit. The original tenant moved out and the tenant moved into the unit on October 1, 2018. The tenant paid the landlord cash in the amount of \$630.00; he was not issued a receipt. He testified that he transferred the utilities into his name this same date. The tenant testified that a few days later the original tenant returned to the unit and demanded he move out. The tenant testified that the police were called. The tenant testified that he grew tired of the conflict and vacated the unit on November 6, 2018.

Analysis

Assignment is the act of permanently transferring a tenant's right under a tenancy agreement to a third party, who becomes the new tenant of the original landlord. Based on the undisputed testimony of the tenant, specifically that he paid rent directly to the landlord, I find the

arrangement described constitutes an assignment. As such the tenant was entitled to exclusive possession of the unit for the remainder of the original tenant's term.

As evidenced by the tenant's own testimony, he vacated the unit without written notice to do so. Therefore he was not unlawfully evicted and as a result he is not entitled to an order of possession. This portion of the tenant's application is dismissed without leave to reapply.

In the absence of documentary evidence to substantiate his monetary claim, I find the tenant has failed to meet his burden. For this reason, the tenant's monetary claim is dismissed without leave to reapply.

As the tenancy has ended, the remaining remedies sought by the tenant are no longer relevant and I dismiss these claims, without leave to reapply.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

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: December 12, 2018

Residential Tenancy Branch