



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, CNR, MNDCT, PSF, LAT, RR

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 March 25, 2019
- b. An order to cancel a 10 day Notice to End Tenancy dated April 2, 2019
- c. An order for a monetary order
- d. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- e. An order authorizing the change of locks to the rental unit
- f. An order for the reduction of rent for repairs, services or facilities agreed upon but not provided..

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 March 25, 2019. I find that the 10 day Notice to End Tenancy was served on the tenant by posting on April 2, 2019. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on March 26, 2019. 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 one may Notice to End Tenancy dated March 25, 2019?

- b. Whether the tenant is entitled to order to cancel a 10 day Notice to End Tenancy dated April 2, 2019?
- c. Whether the Tenant is entitled to a order for a monetary order and if so how much?
- d. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law?
- e. Whether the tenant is entitled to an order authorizing the change of locks to the rental unit?
- f. Whether the tenant is entitled to an order for the reduction of rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence:

The tenancy began on March 1, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$425 at the start of the tenancy.

The tenant vacated the rental unit on April 26, 2019 after being advised to do so by the police. She stated she has no interest in an order reinstating the tenancy.

The parties have agreed to conduct a walkthrough and inspection of the rental unit that is now scheduled for Thursday, March 9, 2019 at 7:00 p.m.

Application to Cancel the one month Notice to End Tenancy:

The tenant has vacated the rental unit and has no interest in an order reinstating the tenancy. As a result I ordered that the Application to cancel the one month Notice to End Tenancy and the 10 day Notice to End Tenancy be dismissed without leave to re-apply.

Order for Possession:

The Residential Tenancy Act provides that where an arbitrator has dismissed a tenant's application to cancel a Notice to End Tenancy, the arbitrator must grant an Order for Possession. As a result I granted the landlord an Order for Possession on 2 days notice.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

I dismissed the Tenant's application for an order that the landlord provide services or facilities required by the tenancy agreement or law and an order authorizing the tenant to change the locks to the rental unit without leave to re-apply as the tenancy has come to an end.

I dismissed the Tenant claim for a reduction of past rent and for a monetary order with leave to re-apply for both of these claims. I have not made any determinations on the merits with respect to these claims. Liberty to reapply is not an extension of any applicable limitation period.

This decision is final and binding on the parties except as provided by law.

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: May 07, 2019

Residential Tenancy Branch