



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, LRE, MNDC

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing via conference call and provided testimony. The tenant stated that the landlord was served with the notice of hearing package in person, but was unable to provide the date or any details. The landlords disputed the tenant's claim stating that no notice has been served and that the landlords have responded as a result of an email notice of providing evidence for this hearing. On this basis, I find that the tenant has failed to properly serve the landlord's with the notice of hearing package as per sections 88 and 89 of the Act. On this basis, the tenant's entire application is dismissed with leave to reapply for lack of service. Leave to reapply is not an extension of any applicable limitation period.

Extensive discussions were made by both parties clarifying the current situation with the tenancy. Both parties confirmed that the landlords have received an order of possession as a result of an expedited hearing based upon another notice to end tenancy. Both parties also confirmed that the tenant had applied for review of this decision, but was unsuccessful and the order of possession stands. As a result, the landlords are cancelling the 1 month notice dated May 26, 2019 and the tenant is cancelling his request to cancel this 1 month notice dated May 26, 2019. The tenant is also cancelling his request to suspend or set conditions on the landlord's right to enter the rental unit.

Further discussions on the tenant's monetary claim revealed that insufficient details were provided by the tenant for his monetary claim to allow the landlord an opportunity to properly respond to it. Discussions revealed that the tenant seeks return of the security deposit, losses and moving expenses when they have not yet been incurred. Both parties were advised that any such application would be pre-mature and would have to wait until the end of tenancy and that the tenant had incurred any such expenses. No further action is required.

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: July 19, 2019

Residential Tenancy Branch