



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MNDL-S, MNRL-S, NDCL-S, FFL

Introduction

The landlord applies for an order of possession pursuant to a two month Notice to End Tenancy for landlord use of property.

By a later amendment to the application the landlord seeks a monetary award for damage and loss, particularly due to the changes the tenants made to the yard and parking area during the tenancy.

As stated at hearing, the monetary claims advanced in the landlord's amendment are "unrelated" to the claim for an order of possession; the non-monetary claim that caused this matter to be scheduled early and for a hearing duration normally restricted to non-monetary claims. As a result, pursuant to Rule 2.3 of the Rules of Procedure I dismiss the landlord's monetary claims but for the request for an order of possession and recovery of the filing fee, and I grant the landlord leave to re-apply.

The tenants vacated the rental unit at the end of September 2020 and so an order of possession is no longer required.

The landlord's claim for an order of possession was brought August 25, 2020, six days before the effective date of the Notice. At that time it was apparent that the tenants would not be moving out by August 31. Even though the tenants later paid rent for September, on August 25 the landlord had good cause to bring the application. I therefore award the landlord recovery of the \$100.00 filing fee and authorize the landlord to retain the amount of \$100.00 from the \$850.00 security deposit in full satisfaction.

The balance of hearing time was taken up by settlement discussions between the parties over the landlord's monetary claim. No settlement was achieved. In order to foster the discussion, it was made clear that any allegation, admission or offer made by any of the parties during the settlement discussions would be on a "without prejudice" basis and would not be admissible in any future proceeding between these parties over the issues surrounding the landlord's monetary claim. I trust that any future arbitrator of the matter will respect this "without prejudice" representation.

Last, it appears the tenants have not provided the landlord with a forwarding address in writing. At this hearing they provided the forwarding address and address for service for all three tenants. It is recorded on the cover page of this decision.

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: October 08, 2020

Residential Tenancy Branch