



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OLC, CNC, MNDCT

Introduction

On April 22, 2021 the tenant filed an application for dispute resolution under the Residential Tenancy Act (the “Act”) to dispute a rent increase that is above the amount allowed by law, and to have the landlord comply with the Act.

On April 30, 2021, the tenant filed an amended application to dispute a One Month Notice to End Tenancy for Cause (the “Notice”) issued on April 29, 2021.

On August 4, 2021, the tenant filed a second amended application to seek monetary compensation.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing. Both parties confirmed under affirmation that they were not recording this hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, and in their amended application the most urgent of which is the application to set aside the Notice.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant’s request to set aside the Notice. The balance of the tenant’s application or amended applications are dismissed with leave to reapply.

Issue to be Decided

Should the Notice be cancelled?

Background and Evidence

The tenants submits in evidence a copy of a rental agreement which show the tenancy commenced on February 2, 2019. Rent in the amount of \$600.00 was payable on the first of the month. The agreement shows the tenant paid a security deposit of \$300.00. I note this agreement is not signed by the original landlord nor does it even name the landlord. I make no findings of the validity of this document as the issue was not raised.

At the outset of the hearing the tenant stated they have already moved from the rental unit and will be finished cleaning on August 27, 2021 by 1:00 PM and will give the landlord the keys to the premises at that time. The tenant stated that they had found alternate living accommodation about a month earlier; however, never felt it was necessary to inform the landlord that they would be moving.

The landlord testified that they are unaware that the tenant was no longer disputing the Notice as they did not give them any notice that they would be vacating.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find the tenants actions are unreasonable as they should have informed the landlord when they had secured alternate housing that the issue of whether the tenancy would continue was no longer in dispute. This would give the landlord a fair opportunity to find a new renter.

In this case the tenant has vacated the rental unit and will finish cleaning the premises by August 27, 2021 at 1:00 PM. I find it not prejudicial to the tenant to grant the landlord an order of possession for August 27, 2021 at 1:00 PM.

At the conclusion of the hearing the parties agreed that the landlord or the landlord's representative will meet the tenant at the rental unit on August 27, 2021 at 1:00pm to conduct a move-out condition inspection and for the keys to be returned.

Conclusion

The tenant's application to cancel the Notice is dismissed. The landlord is granted an order of possession. The tenant's application for monetary compensation is dismissed with 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: August 26, 2021

Residential Tenancy Branch