



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC-MT, OLC, MNDCT, LRE, RPP, AAT

Introduction

The Tenant filed an Application for Dispute Resolution on December 23, 2021 (“Application #1”) to dispute the One-Month Notice to End Tenancy for Cause (the “One-Month Notice #1”) issued by the Landlord on November 30, 2021. They asked for more time to dispute One-Month Notice #1.

The Tenant made a second Application for Dispute Resolution on January 14, 2022 (“Application #2”) seeking:

- a) to dispute a One Month Notice to End Tenancy for Cause issued on December 16, 2021 (the “One-Month Notice #2”);
- b) more time in which to dispute;
- c) suspension/set conditions on the Landlord’s right to enter;
- d) access for Tenant and/or their guests;
- e) the Landlord’s compliance with the legislation and/or the tenancy agreement;
- f) compensation for monetary loss;
- g) a return of their personal property.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 31, 2022.

Both the Tenant and the Landlord attended the hearing. A third party attended to assist the Tenant in representing their best interests. That party explained the position of the Tenant in relation to the hardships in their life, as well as the hardship allegedly induced by the Landlord. That third party explained they do not reside in the rental unit and were not a party to the tenancy agreement.

The Landlord confirmed there was in place a Mutual Agreement to End the Tenancy, signed by both parties. This mutual agreement specifies the end-of-tenancy date and time as March 31, 2022, 12:00pm.

The Tenant confirmed they signed this agreement, and, as at the time of the hearing, they were moving out from the rental unit. They confirmed in the hearing that they just want to mutually end the tenancy and move on with their life. I find this confirmation from the Tenant directly overrides the third party's concern, as stated in the hearing, that the Tenant here signed the Mutual Agreement to End the Tenancy under duress.

The Tenant confirmed that, given that the tenancy was ending, the other issues they applied for were no longer relevant. On my review of their Application #2, the claim for monetary compensation is non-specific, and does not provide for a dollar amount. This is a lack of full particulars of this claim for compensation. The *Act* s. 59(2) requires an application for dispute resolution to include full particulars of the dispute. Because the Tenant's Application #2 does not give details on their monetary claim, I dismiss this portion for lack of full particulars. I dismiss the Tenant's claim for the return of their personal property also for this reason.

Given that the tenancy has ended, the validity of each of One-Month Notice #1 and One-Month Notice #2 is not in issue. There also is no need for a decision on the other issues on which the Tenant applied, items c) through e) listed above. The issues are concluded.

I dismiss the Tenant's Application #1 and Application #2, without leave to reapply. As measure of surety to the Landlord in these circumstances, by s. 55(2)(d) I issue an Order of Possession based on the Mutual Agreement to End Tenancy.

Conclusion

The Tenant's Application #1 and Application #2 are dismissed in full, without leave to reapply. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: March 31, 2022

Residential Tenancy Branch