



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, RP, OLC, AAT, CNR

Introduction

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

- an order allowing the tenant to reduce rent of \$400.00 for repairs, services, or facilities agreed upon but not provided, pursuant to section 65;
- an order requiring the landlords to complete repairs to the rental unit, pursuant to section 32;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order to allow access to or from the rental unit for the tenant or the tenant's guests, pursuant to section 70;
- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("10 Day Notice"), pursuant to section 46.

Landlord KG ("landlord"), the tenant, and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 19 minutes.

The landlord, the tenant, and the tenant's advocate confirmed their names and spelling. The landlord provided his email address, and the tenant provided her mailing address for me to send this decision to both parties after the hearing.

The landlord stated that had permission to represent "landlord HG," who is his mother, and the other landlord named in this application, who did not attend this hearing (collectively "landlords"). He said that landlord HG owns the rental unit, and he confirmed the rental unit address.

The tenant confirmed that her advocate had permission to speak on her behalf at this hearing.

At the outset of this hearing, I informed both parties that recording of this hearing was not permitted by anyone, as per Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”). The landlord, the tenant, and the tenant’s advocate all separately affirmed, under oath, that they would not record this hearing.

At the outset of this hearing, I explained the hearing and settlement processes to both parties. I informed both parties that I could not provide legal advice to them. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, the tenant confirmed that she vacated the rental unit on March 26, 2022. The tenant and her advocate stated that the tenant did not require or want to pursue any of the claims in this application, since the tenant moved out. I informed the tenant and her advocate that the tenant’s entire application was dismissed without leave to reapply. They confirmed their understanding of same.

The landlord confirmed that the tenant vacated the rental unit, and he received the keys back from the tenant on March 28, 2022. He did not request an order of possession. Accordingly, I do not issue an order of possession to the landlords, as they did not request same, and they took back possession of the rental unit.

The tenant asked to amend her application to add a claim to obtain her security deposit back from the landlords. I informed the tenant that I would not amend her application to add a monetary claim at this hearing, as it was not part of her original application, and no prior notice was given to the landlords. I notified her that she filed her application on February 14, 2022, and moved out of the rental unit on March 26, 2022, so she had ample time to amend her application prior to this hearing on April 22, 2022. I informed her that she filed an amendment to her application on March 4, 2022, to add a claim to cancel the 10 Day Notice, so she is aware of how to amend her application, prior to a hearing. I notified her that she was given an earlier, priority hearing date, due to her urgent claims related to the 10 Day Notice, and orders for repairs, access, and compliance. I informed her that a monetary claim was not an urgent, priority issue. Both parties also confirmed that they already have a future hearing scheduled to deal with the return of the tenant’s security deposit.

Both parties confirmed that they have a future hearing regarding landlord HG's application for unpaid rent and to retain the tenant's security deposit on December 13, 2022, at 1:30 p.m. The file number for that hearing appears on the front page of this decision. Both parties were given ample time to discuss a settlement of the above application at this hearing but were unable to reach an agreement. Both parties confirmed that they wanted to proceed to the future hearing and have an Arbitrator make the decision.

Conclusion

The tenant's entire application is dismissed without leave to reapply.

The landlords are not issued an order of possession against the tenant.

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: April 22, 2022

Residential Tenancy Branch