



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNR, CNL, CNC, OLC, MNDCT, RR, LRE, PSF, LAT, AAT, FFT

### **Introduction**

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the Ten Day Notice), pursuant to section 46;
- cancellation of the Two Month Notice to End Tenancy for Landlord's Use (the Two Month Notice), issued pursuant to section 49;
- cancellation of the One Month Notice to End Tenancy for Cause (the One Month Notice), pursuant to section 47;
- an order for the landlord to comply with the Act, the Residential Tenancy Regulation (the Regulation) and/or tenancy agreement, pursuant to section 62;
- a monetary order for compensation for damage or loss under the Act, the Regulation or tenancy agreement, pursuant to section 67;
- an order to reduce the rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to restrict or suspend the landlord's right of entry, under section 70;
- an order requiring the landlord to provide services or facilities as required by the tenancy agreement or the Act, pursuant to section 62;
- an order of authorization to change the lock, pursuant to sections 31 and 70;
- an order for the landlord to allow the tenant or his guests to access the rental unit, pursuant to sections 30 and 70; and
- an authorization to recover the filing fee for this application, under section 72.

This hearing was originally convened on January 28 and adjourned to April 21, 2022 due to time constraints. This decision should be read in conjunction with the Interim Decision dated January 31, 2022.

Tenant JS (the tenant) and landlord LS (the landlord) attended the hearings on January 28 and April 21, 2022. Landlord LS represented landlord DP. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

At the outset of the April 21, 2022 hearing both parties agreed the tenant voluntarily moved out on February 01, 2022.

Section 62(4)(b) of the Act states an application should be dismissed if the application or part of an application for dispute resolution does not disclose a dispute that may be determined under the Act. I exercise my authority under section 62(4)(b) of the Act to dismiss without leave to reapply the application for all the claims except the monetary claim.

The January 31, 2022 states: "The Residential Tenancy Branch will provide a copy to the tenant of all the evidence submitted by the tenant via email." The tenant affirmed she did not receive the evidence and that she is not ready to proceed with the monetary claim.

Accordingly, I dismiss the tenant's application in its entirety. The tenant is granted leave to reapply for the monetary claim.

The tenant must bear the cost of the filing fee.

The tenant did not provide her forwarding address. Both parties agreed to be served documents via email. The email addresses are recorded on the cover page of this decision.

### Conclusion

I dismiss the tenant's application for a monetary order with leave to reapply. I dismiss all the other claims without 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: April 21, 2022

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Residential Tenancy Branch