



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDCT, PSF, RP, RR, LAT, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for:

- an Order cancelling a Two Month Notice to End the Tenancy for Landlord's Use dated February 4, 2022 ("Two Month Notice");
- a Monetary Order of \$450.00 for the return of his security deposit;
- an Order to provide services or facilities required by the tenancy agreement or law;
- an Order for repairs to the unit or property, having contacted the landlord in writing to make repairs, but they have not been completed;
- an Order to reduce the rent for repairs, services or facilities agreed upon but not provided;
- authorization for the Tenant to change the lock; and
- recovery of his \$100.00 Application filing fee.

The Tenant and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application, and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Early in the hearing, I advised the Parties that Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance, the Tenant had indicated different matters of dispute on the Application, the most urgent of which is the application to set aside a Two Month Notice. I told the Parties that I found that not all the claims on the Application are sufficiently related to be determined during this hour long hearing. I said I would, therefore, only consider the Tenant's request to set aside the Two Month Notice, and the recovery of the filing fee at this proceeding. Therefore, the Tenant's other claims are dismissed, with and without leave to re-apply, as set out below.

Issue(s) to be Decided

- Should the Two Month Notice be cancelled or confirmed?
- Is the Landlord entitled to an Order of Possession?
- Is the Tenant entitled to recovery of his \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on November 4, 2011, with a (current) monthly rent of \$1,091.13, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$450.00, and no pet damage deposit. The Landlord confirmed that he still holds the security deposit in full.

During the hearing, the Tenant said that he would be moving in a few days, as he had movers scheduled for June 1, 2022. They discussed what to do about the Tenant's Application and his other claims, and they came to the following agreement.

- The Landlord will be granted an order of possession effective June 4, 2022, at 1:00 p.m.;
- The Tenant will be granted a monetary order for a pro-rated amount calculated for the remaining days of June 2022, for which he is entitled to be compensated, pursuant to the Two Month Notice and section 51 of the Act;
- The Tenant's monetary order will include recovery of half of the Application filing fee, given the Parties' agreement to the Orders granted, as opposed to the Tenant having been wholly successful in his Application.

Accordingly, and **pursuant to section 55 of the Act**, and the agreement of the Parties, I grant the Landlord an **Order of Possession effective June 4, 2022, at 1:00 p.m.** This Order shall be served on the Tenant by the Landlord, if necessary, and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to section 67 of the Act, and the agreement of the Parties, I grant the Tenant a **Monetary Order of \$995.62**, calculated as follows:

\$1,091.13 rent / 30 days = \$	36.37 per day
	x <u>26</u> days
	\$945.62 rent owing
	+ <u>50.00</u> recovery of half the filing fee
Total	<u>\$995.62</u>

The Tenant's following claims are dismissed **with leave** to reapply:

- a Monetary Order of \$450.00 for the return of his security deposit;
- an Order to reduce the rent for repairs, services or facilities agreed upon, but not provided.

The Tenant's following claims are dismissed **without leave** to reapply:

- an Order cancelling a Two Month Notice to End the Tenancy for Landlord's Use dated Feb 4, 2022 ("Two Month Notice");
- an Order to provide services or facilities required by the tenancy agreement or law;
- an Order for repairs to the unit or property, having contacted the landlord in writing to make repairs, but they have not been completed; and
- authorization for the Tenant to change the lock.

Conclusion

The Tenant has reached an agreement with the Landlord for a Monetary Order for a pro-rated amount of compensation for the remaining days in June 2022, in which the Tenant will have vacated the rental unit. The Tenant has also been awarded recovery of fifty percent of the Application filing fee. The Tenant's other claims are dismissed as set out above, either with leave to reapply, or without leave to reapply (for matters concerning the tenancy that no longer exists).

The Tenant agreed to vacate the rental unit by June 4, 2022, at 1:00 p.m., and I have granted the Landlord an order of possession in this regard.

Pursuant to sections 49 and 51 of the Act, I grant the Tenant a **Monetary Order** from the Landlord of **\$995.62** as compensation for having vacated the rental unit during a month that the Tenant is entitled to stay for free, and for recovery of half of the filing fee.

Pursuant to section 55 of the Act, I grant the Landlord an **Order of Possession** of the rental unit **effective June 4, 2022, at 1:00 p.m.** after service of this Order on the Tenant, if necessary.

This Decision does not affect any timelines in place under the legislation.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: June 01, 2022

Residential Tenancy Branch