



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNL, MNDCT, OLC, RR, FFT**

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel Two Month Notice to End Tenancy For Landlord's Use of Property, (the "Notice") issued on March 25, 2022, for monetary compensation for monetary loss or other money owed, to be allowed to reduce rent for repairs, services or facilities agreed upon but not provided, to have the landlord comply with the Act and to recover the cost of the filing fee.

Both parties appeared.

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, the most urgent of which is the application to set aside the Notice to End Tenancy. 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 and the tenant's application to recover the filing fee at these proceedings. The balance of the tenant's application is dismissed, with leave to reapply.

Preliminary and Procedural issues

I have amended the style of cause to remove the name of the tenant's child as they are not a tenant under the Act. I have also removed the name of the landlord's agent and replaced that name with the proper name of the landlord as shown in the Notice. I find this is not prejudicial to either party.

At the hearing the tenant indicated that they are vacating the premises on August 6, 2022. The landlord confirmed they agreed that the tenant would vacate on August 6, 2022. I find I do not need to consider the merits of the Notice as the tenant has accepted the Notice and is vacating the rental unit. Therefore, I find the landlord is entitled to an order of possession on the above agreed upon date.

At the hearing it was confirmed the tenant did not pay rent for June and July 2022. I find the tenant has received compensation for receiving the Notice. The tenant stated that they will pay the outstanding rent to the landlord for June 2022 after the hearing.

Conclusion

The tenant's application to cancel the Notice is dismissed. The tenant has received compensation for receiving the Notice. As the tenant has accepted the Notice, I find the tenant is not entitled to recover the cost of the filing fee.

The landlord is granted an order of possession should the tenant fail to vacate the rental unit on the agreed upon date.

I have not granted the landlord a monetary order for June 2022, unpaid rent as that matter is not before me; however, the tenant is to pay the rent for June 2022 as stated at the hearing.

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 05, 2022

Residential Tenancy Branch