



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDCT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution, filed on July 29, 2022, wherein the Tenant requested an Order canceling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on July 26, 2022 (the "Notice") as well as monetary compensation from the Landlord.

The hearing of the Tenant's Application was conducted by teleconference on December 22, 2022 and February 23, 2023. Both parties called into the hearings and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me. At the first hearing date the Tenant was assisted by S.V. who identified herself as an Emotional Support Person; at the second hearing date, S.V. was not present and the Tenant was assisted by legal counsel, A.M. The Landlord called into both hearings as did their legal counsel, R.V. and C.D.

The parties were cautioned that private recordings of the hearing were not permitted pursuant to *Rule 6.11* of the *Residential Tenancy Branch Rules*. Both parties confirmed their understanding of this requirement and further confirmed they were not making recordings of the hearing.

The matter was adjourned from the original hearing date of December 22, 2022. This Decision must be read in conjunction with my Interim Decision of that same date.

When the hearing reconvened on February 23, 2023 counsel for the Tenant stated that it was the Tenant's position that the tenancy had ended May 31, 2022 when the Landlord allegedly locked the Tenant out of the rental unit. This was disputed by the

Landlord, although they conceded the Tenant had vacated the rental unit at some point in time prior to the hearing on February 23, 2023.

Counsel for the Tenant further confirmed the Tenant did not wish to regain possession of the rental unit. As such, there was no benefit to considering the Tenant's request to cancel the Notice, as to cancel the Notice would continue the tenancy. **I therefore dismiss the Tenant's request to cancel the Notice.**

As the parties agreed the tenancy has ended, **I grant the Landlord an Order of Possession effective two (2) days after posting to the rental unit door.** For this purpose, I find that posting on the rental unit door shall be effective service, as the Tenant has given up possession to the rental unit such that the main purpose of this Order is to inform others (including occupants) of the Landlord's right to possession. I also make this Order without prejudice to either party's right to argue the tenancy ended earlier.

The Tenant's request for monetary compensation is dismissed with 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: February 23, 2023.

Residential Tenancy Branch