



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNL, OLC, ERP, PSF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for landlord's use of property and for an order directing the landlord to comply with the *Act*, carry out repairs and provide services.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. The tenant's agent attended and assisted the tenant.

As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's application for dispute resolution and evidence. The landlord said that she had not submitted any evidence of her own. I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

The landlord joined the hearing 17 mins after the hearing had started. Prior to the arrival of the landlord, the tenant testified that she was locked out of the rental unit on October 14, 2018 and therefore was not residing at the rental unit.

Issue to be Decided

Is the tenant entitled to the remedies she has applied for?

Background and Evidence

The tenancy started on February 15, 2017. There is no written tenancy agreement. The monthly rent was \$600.00 payable on the first of each month. Sometime during the tenancy the tenant acquired a pet cat and paid a pet deposit of \$300.00.

On August 15, 2018, the landlord served the tenant with a notice to end tenancy for landlord's use of property with an effective date of October 31, 2018. The tenant disputed the notice but did so on October 09, 2018 which is past the legislated time frame of 15 days.

Before the landlord joined the conference call the tenant testified that she withheld rent on October 01, 2018 as compensation pursuant to a notice to end tenancy for landlord's use of property. In a text message to the tenant, the landlord demanded rent. The parties communicated by text message and the tenant filed copies of the messages. The tenant also stated that the landlord cut off essential services to the rental unit and on October 14, 2018, the tenant was unable to access her suite because the locks had been changed. The tenant stated that all her belongings were placed on the back deck.

The landlord agreed that she had changed the locks but denied having changed the locks to the rental unit. As of this date November 16, 2018, the landlord has been provided with the tenant's forwarding address.

I explained to both parties that they were at liberty to make application for unresolved issues of compensation, pet deposit and other monetary claims.

Analysis

Since the tenant has moved out, I dismissed her application to cancel the notice to end tenancy for landlord's use of property. Since the tenancy has ended, the remainder of the tenant's application is not relevant and accordingly dismissed.

Conclusion

The tenant's application is dismissed.

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: November 16, 2018

Residential Tenancy Branch