



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MURRAY HILL DEVELOPMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, FFT

Introduction

On August 1, 2019, the Tenant applied for a Dispute Resolution proceeding seeking an emergency repair Order pursuant to Section 62 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing and S.J. attended the hearing as an agent for the Landlord. All in attendance provided a solemn affirmation.

The Tenant confirmed that she served the Landlord her Notice of Hearing and evidence package by hand on August 14, 2019 and S.J. confirmed that he received this package. As service of this package complies with Sections 89 and 90 of the *Act* and Rule 10.3 of the Rules of Procedure, I am satisfied that the Landlord was served the Notice of Hearing and evidence package.

S.J. advised that he served his evidence to the Tenant by registered mail on August 16, 2019 and the Tenant confirmed that she received this on August 17, 2019. As service of this evidence complied with the timeframe requirements of Rule 3.15 of the Rules of Procedure, I am satisfied that the Tenant was served the Landlord’s evidence. As such, I have accepted this evidence and will consider it when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary and Procedural Matters

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the most recent tenancy started on December 1, 2018 and that rent was \$773.00 per month, due on the first of each month. A security deposit of \$337.50 was also paid.

The Tenant provided extensive testimony with respect to her belief that after a flood occurred in her rental unit, asbestos was disturbed and not adequately remediated by the Landlord. However, the Tenant then advised that she will be vacating the rental unit on August 27, 2019.

The Tenant was advised that if she was giving up vacant possession of the rental unit, the matter of an emergency repair Order would be a moot point and not necessary to address as this could not be Ordered if the tenancy had ended. She advised that she would definitely be vacating the rental unit and that she was seeking monetary compensation. She was advised that she would be required to make a separate Application seeking the monetary compensation she believes she is owed.

As she was giving up vacant possession of the rental unit and as an emergency repair Order could not be granted, she requested to withdraw her Application in full.

Ultimately, I find that the Tenant's request to withdraw the Application in full does not prejudice the Landlord. Therefore, the Tenant's request to withdraw the Application in full was granted. I note this decision does not extend any applicable timelines under the *Act*.

Conclusion

The Tenant has withdrawn her Application in full.

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 26, 2019

Residential Tenancy Branch