



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes

OLC, ERP, RP, RR, & FF

Introduction

This hearing dealt with an application by the tenant seeking that the landlord be ordered to complete repairs on the rental unit and to comply with the tenancy agreement or *Act*. Although the tenant filled in a portion of the application indicating an amount for money, she did not request a monetary claim as part of her application.

I determined that the tenant's application had to be amended to correct the name of the respondent. I have changed the respondent to the correct legal name of the landlord instead of the name of the landlord's agent. I also determined that the landlord was served with notice of this application and hearing by registered mail, even though the landlord's agent refused the registered package. Despite that the landlord's agent refused the package containing the notification of this proceeding the landlord appeared for the hearing.

Both parties attended the hearing and were provided the opportunity to be heard and respond to the evidence of the other party.

Issues(s) to be Decided

Should the landlord be ordered to complete repairs to the rental unit? Is the tenant entitled to a rent reduction due to outstanding repairs that have not been completed?

Background and Evidence

This tenancy began on December 1, 2005 for the monthly rent of \$727.00 and a security deposit of \$320.00.

The tenant began by stating that there have been multiple issues with the rental unit that require repairs. The tenant stated that the landlord has failed to make these repairs and she has pursued this application to ensure that other occupants are protected. The tenant acknowledged that she vacated the rental unit effective June 30, 2009.

Both the landlord and the tenant sought to raise and discuss multiple issues that were not related to this application and I declined to hear or consider those issues. It was clear that the relationship between the parties is very acrimonious.

The landlord denied the tenant's allegations and stated that the tenant has unreasonably obstructed the landlord's lawful rights and interest in the property.

Analysis

I find that this application is moot and it is not necessary to make any findings of fact relating to the issues between the parties. There is no longer any merit to the tenant's application because she has vacated the rental unit. The only remedies available to the tenant, based on her application, was to order that repairs be completed on the rental unit and potentially to order that the tenant receive a rent reduction. As the tenant has vacated these remedies are not available.

I find that the tenant failed to make an application for compensation due to loss or damage under the *Act*. The tenant may file a new application to address this issue.

Conclusion

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*.

The tenant's application is dismissed as I find that there is no longer any remedy to the tenant's dispute.

Dated: July 06, 2009.

Dispute Resolution Officer