



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes:** 0

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant. The tenant's application did not disclose anything under the heading, "***Nature of the Dispute***"

In the space near the bottom of the Tenant's Application For Dispute Resolution form, in the area reserved for "***Details of the Dispute***", the tenant had provided written testimony about needed repairs and problems with the tenancy.

It was not clear what remedy the tenant was seeking in this application.

Both parties were present and at the start of the hearing I introduced myself and the participants. The hearing process was explained and the participants were permitted to present affirmed oral testimony.

### **Preliminary Matter**

The tenant stated that their original application was submitted because they were seeking an order to force the landlord to comply with the Act and make repairs to the rental unit. The tenant testified that, after making their application, they had since vacated, terminating the tenancy in mid-June 2013. The tenant testified that they will now be seeking a refund of their security deposit from the landlord.

Given that the above claim was not part of in this application, I find that the issue of the security deposit is not before me.

I also find that the application, including the tenant's requests for an order for repairs and an order to compel the landlord to follow the Act, are rendered moot, because the tenancy has ended.

For this reason, I find that the hearing cannot proceed and I make no findings.

The tenant is at liberty to make a subsequent application with respect to the return of their security deposit or to dispute or make a claim about any other tenancy matter covered by the Act or agreement.

Accordingly the application and hearing did not proceed and no findings have been made.

**Conclusion**

The tenant's application was not heard as the matters under dispute are now moot due to the termination of this tenancy prior to 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: July 09, 2013

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Residential Tenancy Branch