



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC ERP

Introduction

This hearing was convened as a result of the tenant's application for remedy under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement in the amount of \$5,500.00. The tenant did not provide a monetary breakdown of that amount in her Application for Dispute Resolution (the "Application"). The tenant also request for an order directing the landlord to make emergency repairs for health or safety reasons.

The tenant attended the hearing. The tenant was affirmed and the hearing process was explained to the tenant. The tenant was provided an opportunity to ask questions about the hearing process.

As the landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application, and documentary evidence was considered. The tenant provided affirmed testimony that the Notice of Hearing, Application and documentary evidence was served on the landlord by courier on April 10, 2014 to the mailing address provided verbally by the landlord, and a tracking number was provided in evidence. The tenant stated that she tracked the package online which showed that the landlord received the package at 10:00 a.m. on April 10, 2014. Based on the undisputed testimony of the tenant, and without any evidence to prove to the contrary, I accept that the landlord was served on April 10, 2014 in accordance with the *Act*.

Preliminary and Procedural Matters

At the outset of the hearing, the tenant confirmed that a verbal tenancy agreement began on March 3, 2014 and that she vacated the rental unit on April 10, 2014. A tenancy agreement as defined under the *Act* allows for an agreement, whether written

or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities. I accept the tenant's undisputed testimony that she vacated the rental unit on April 10, 2014. Based on the above, I dismiss the tenant's application for an order directing the landlord to make emergency repairs for health or safety reasons as that portion of her application is moot, given that the tenancy ended when she vacated the rental unit on April 10, 2014 and that the tenant no longer occupies the rental unit.

In addition to the above, and at the outset of the hearing, the tenant was advised that her monetary claim was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because her application for dispute resolution did not provide sufficient particulars, as is required by section 59(2)(b) of the *Act*. For example, the tenant requested a monetary order for \$5,500.00, however failed to provide a monetary breakdown of how she arrived at that amount. The tenant is at liberty to re-apply for a monetary order but is reminded to include full particulars of her application when submitting her application, and is encouraged to use the "Monetary Order Worksheet" (form RTB-37) located on the Residential Tenancy Branch website at www.rto.gov.bc.ca.

Conclusion

As the tenant vacated the rental unit on April 10, 2014, I dismiss her application for emergency repairs for health or safety reasons, as her application is moot given that she no longer continues to occupy the rental unit.

The tenant is at liberty to reapply for her monetary claim as described above. I note that this decision does not extend any applicable timelines under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 2, 2014

Residential Tenancy Branch

