



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNDC OLC OPT AAT O

For the landlords: MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross applications of the parties 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, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to obtain an order of possession of the rental unit, to allow access to (or from) the unit or site for the tenant or the tenant’s guests, and “other”, although details of other were not sufficiently provided for in the tenant’s application.

The landlords applied for a monetary order for unpaid rent or utilities, to keep all of part of the tenant’s security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The tenant, landlord S.P., and two witnesses for the tenant attended the teleconference hearing. The hearing process was explained to the parties. The parties were provided the opportunity to ask questions about the hearing process.

Preliminary and Procedural Matters

During the hearing, the tenant was advised that his application for monetary compensation was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act* (Act), because the tenant did not provide sufficient particulars of his claim for compensation, as is required by section 59(2)(b) of the *Act*. I find that proceeding

with the tenant's monetary claim at this hearing would be prejudicial to the landlords, as the absence of full particulars including a monetary breakdown of the amount being claimed, makes it difficult, if not impossible, for the landlords to adequately prepare a response to a claim against them. As a result, the tenant's monetary claim portion of his application is **dismissed with leave to reapply**.

During the hearing, the landlord requested to withdraw the landlords' application in full, which the landlords were permitted to do as the landlords' request does not prejudice the tenant.

In addition, by consent of the parties, the rental unit address was amended to remove "Unit A" from the dispute address. Furthermore, the name of the second landlord, N.K., was amended to correctly identify the name of the second landlord, N.K. Finally, the mailing address of the landlord and tenant was amended to the current mailing address of the parties, which is reflected on the cover page of this Decision.

The tenant confirmed that he vacated the rental unit on June 4, 2014, which landlord S.P. confirmed. Based on the above, I **dismiss** the remainder of the tenant's application for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to obtain an order of possession of the rental unit, to allow access to (or from) the unit or site for the tenant or the tenant's guests, as the tenancy ended by way of the actions of the tenant by the tenant vacating the rental unit on June 4, 2014 as that portion of the tenant's application is now moot as the tenancy ended on June 4, 2014.

Conclusion

The tenant's monetary claim portion of his application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the *Act*. The tenant is at liberty to reapply for their monetary claim. I note that this decision does not extend any applicable time limits under the *Act*. The remainder of tenant's application is dismissed as moot, given that the tenancy ended on June 4, 2014 when the tenant vacated the rental unit.

As the landlords withdrew their application in full, the landlords are at liberty to reapply. I note that this decision does not extend any applicable time limits 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: September 16, 2014

Residential Tenancy Branch

