



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on February 12, 2015, to cancel a 1 Month Notice to end tenancy for cause and to obtain a Monetary Order for compensation for damage or loss under the Act, regulation, or tenancy agreement.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each party gave affirmed testimony and confirmed receipt of evidence served by Tenant. The Landlord stated that he had not submitted evidence in response to the Tenant's claim.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has the Tenant vacated the property?
2. Does the Tenant's monetary application meet the requirements of the Act?

Background and Evidence

The Tenant submitted documentary evidence with her application which consisted of a copy of the 1 Month Notice to end tenancy issued January 29, 2015; and several copies of the pest control instruction sheets and notice of entry for treatments. A second package of evidence was submitted February 16, 2015 and included only the first page of the Monetary Order Worksheet, a pest control preparation sheet, an estimate for furniture costs, and 18 photographs.

It was undisputed that the Tenant entered into a one year fixed term tenancy that began on March 1, 2012. The Tenant testified that she received the 1 Month Notice on January 29, 2015 and vacated the rental unit on February 28, 2015.

The Landlord testified that shortly after serving the Tenant with a 1 Month Notice, the Tenant served his resident manager with her notice to end tenancy that was dated January 28, 2015 and was to be effective February 28, 2015.

Analysis

The undisputed evidence was that the Tenant received a 1 Month Notice to end tenancy, she then served the Landlord with a copy of her notice to end tenancy, and she vacated the rental unit as of February 28, 2015.

Based on the above, there is no further action required regarding the Tenant's application to cancel the 1 Month Notice, as she vacated the rental unit by the effective date of the Notice.

Section 59(2) of the Act stipulates that an application for dispute resolution must (a) be in the applicable approved form, (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and (c) be accompanied by the fee prescribed in the regulations.

The *Residential Tenancy Branch Rules of Procedure # 2.5* stipulates at the same time as the application is submitted to the Residential Tenancy Branch, the applicant must submit to the Residential Tenancy Branch: a detailed calculation of any monetary claim being made; a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and copies of all other documentary and digital evidence to be relied on at the hearing.

In this case the Tenant filed her application seeking to cancel the eviction notice and to obtain \$4,000.00. However, the Tenant did not provide a detailed calculation of her claim at the time she filed her application. Furthermore, in her subsequent evidence package, the Tenant provided only a partially completed Monetary Order Worksheet and she did provide a detailed calculation of her claim. Accordingly, I declined to hear matters which were involved an amount not claimed on the original application. Therefore, the Tenant's monetary claim is dismissed, with leave to reapply.

Conclusion

The Tenant's request to cancel the 1 Month Notice is now moot as she vacated the rental unit on or before the effective date of the Notice.

The Tenant's monetary claim is HEREBY DISMISSED, with leave to reapply.

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: March 10, 2015

