



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC, OPL, FF

### **Introduction**

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy for cause, for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Three days prior to this hearing, the tenant amended his application to include a claim for compensation in the amount of \$4,500.00. The landlord was not served with this amended application. Therefore this hearing only dealt with the tenant's original application.

### **Background and Evidence**

The tenancy began on March 15, 2014. The monthly rent is \$2,700.00 payable on the 15<sup>th</sup> of each month. The tenant paid a pet and security deposit in a total amount of \$2,250.00. The rental unit consists of a town home attached to an apartment building and managed by a strata council.

The landlord testified that the tenant had declared in his application for tenancy that he had two pet dogs. However, the tenant had three pet dogs residing in the rental unit. The strata council requested the landlord to end the tenancy. On February 24, 2015, the landlord served the tenant with a notice to end tenancy for cause. The tenant disputed the notice in a timely manner.

Despite disputing the notice in an application dated February 26, 2015, the tenant moved out on or about March 10, 2015. The landlord stated that the tenant did not provide any notice, prior to moving out. The landlord found out from the strata council that the tenant had moved out.

During the hearing the tenant provided the landlord with his forwarding address and the landlord agreed to return the deposit in accordance with s.38 of the *Act*.

### **Analysis**

The tenant disputed the notice to end tenancy in a timely manner but moved out shortly after he made his application. Since the tenant has moved out, his application to cancel the notice is moot and accordingly dismissed.

Since the tenancy has ended, the tenant's application for an order directing the landlord to comply with the *Act*, is also moot and accordingly dismissed.

The tenant has not proven his case and therefore must bear the cost of filing his application.

### **Conclusion**

The tenant's application is dismissed in its entirety.

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 27, 2015

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Residential Tenancy Branch

