



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      DRI, CNR, CNC, CNL, OLC

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenant on May 4, 2015 for the following reasons:

- to dispute an additional rent increase;
- to cancel a notice to end tenancy for unpaid rent and utilities;
- to cancel a notice to end tenancy for cause;
- to cancel a notice to end tenancy for Landlord's use of the property; and,
- for the Landlord to comply with the *Residential Tenancy Act* (the "Act").

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application by registered mail. The Tenant confirmed receipt of the notice to end tenancy for cause on April 4, 2015 by personal service. The Tenant also confirmed receipt of the notice to end tenancy for unpaid rent and utilities on May 1, 2015 after it was posted on the rental unit door.

The Tenant explained that his Application for the Landlord to comply with the Act was in relation to the fact that the Landlord had indicated to him that he wanted the property for his own use. However, the parties confirmed that the Tenant had not been served with a notice to end tenancy for Landlord's use of the property; neither was such a notice provided into written evidence. Therefore, I dismissed the Tenant's Application to cancel the notice to end tenancy for Landlord's use of the property as a notice for this reason was not served to the Tenant.

The Tenant then explained that he had moved out of the rental unit and was no longer residing there but had some remaining personal property at the location which he was planning to retrieve at the weekend (June 20, 2015). The Tenant confirmed that as he had moved out of the rental unit and was going to give vacant possession back to the Landlord, there was no requirement for me to cancel the notices to end tenancy which had been served to him by the Landlord. Therefore, as the remaining two notices to end

tenancy for unpaid rent and for cause are now moot issues, the Tenant's Application for these two notices is also dismissed.

As the Tenant has moved out of the rental unit of his own volition, there are no findings for me to make on the Tenant's Application for the Landlord to comply with the Act in issuing the Tenant with a notice to end tenancy for Landlord's use of the property; this portion of the Tenant's Application is also dismissed.

The parties disagreed on the amount of rent that was payable as set out at the start of this oral tenancy. The parties did not engage into a written tenancy agreement which would indicate an agreed amount of rent and neither party provided supporting documentation to confirm the amount of rent payable for the tenancy.

However, the Tenant confirmed that he had not paid the increased amount the Landlord testified to that had been agreed at the start of the tenancy. The Tenant confirmed that he had only paid rent in the amount that he had verbally agreed with the Landlord, which the Landlord disputed. As the Tenant was vacating the property and there were no monetary claims before me or any financial losses that were disclosed during the hearing, I find that the Tenant's Application to dispute an additional rent increase is now also a moot issue which requires no legal findings to be made to effect this Application. Therefore, this portion of the Tenant's Application is also dismissed. The hearing concluded and no further issues, questions or requests were raised.

### Conclusion

The Tenant is moving out of the rental unit. Therefore, the Tenant's Application is now moot and is hereby dismissed.

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: June 17, 2015

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Residential Tenancy Branch

