



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MT, CNR, OLC

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking more time to cancel a notice to end tenancy; to cancel a notice to end tenancy and an order to have the landlords comply with their obligations.

The hearing was conducted via teleconference and was attended by the tenant.

The tenant testified each landlord was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* personally on August 11, 2015 in accordance with Section 89 and that this service was witnessed by a third party.

Based on the testimony of the tenant, I find that each landlord has been sufficiently served with the documents pursuant to the *Act*.

The tenant submitted her original Application for Dispute Resolution on August 7, 2015. On October 13, 2015 she submitted a "new" second page of her Application in which she no longer sought more time to cancel a notice to end tenancy; to cancel a notice to end tenancy or an order to have the landlords comply with their obligations. She instead noted that she was seeking return of double the amount of the security deposit.

The tenant confirmed that she no longer resides in the dispute address and is not allowed any contact with the landlords. As such, she did not serve the landlords with her changed Application. As the landlords were never served with this amended Application for Dispute Resolution, I decline to amend the tenant's original Application.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to more time to dispute a notice to end tenancy; to dispute a 10 Day Notice to End Tenancy for Unpaid Rent; and to an order to have the landlords comply with the *Act*, regulation, or tenancy agreement, pursuant to Sections 46 and 66 of the *Act*.

Analysis

Based on the tenant's undisputed testimony I accept that the tenancy has ended and the matter of cancelling a 10 Day Notice or any other matters related to an ongoing tenancy are moot.

Conclusion

As per the above, I dismiss this Application for Dispute Resolution 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: October 20, 2015

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Residential Tenancy Branch

