



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC MNSD OLC ERP RP FF O

Introduction

The tenant applied under the *Residential Tenancy Act* (the “*Act*”) to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) dated November 6, 2015, for a monetary order for the return of her security deposit or pet damage deposit, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to make emergency repairs for health or safety reasons, to make regular repairs to the unit, site or property, for the recovery of cost of the filing fee and “other”.

The tenant and legal counsel for the landlord (the “counsel”) attended the teleconference hearing. At the start of the hearing I introduced myself and the participants and parties were given an opportunity to ask questions. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions to me.

Preliminary and Procedural Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated more than one matter of dispute on the Application for Dispute Resolution, the most urgent of which is the tenant’s request to set aside a 1 Month Notice. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant’s request to cancel the 1 Month Notice and for the recovery of the cost of the filing fee at this proceeding. The balance of the tenant’s application which includes a monetary claim for \$775.00 is dismissed, **with leave to re-apply**.

Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause dated November 6, 2015 be cancelled?
- Is the tenant entitled to the recovery of the cost of her filing fee under the *Act*?

Background and Evidence

The parties agreed that the tenant had vacated the rental unit on December 31, 2015, in advance of the hearing date which was held on January 7, 2016. As a result, there was no need to consider any additional evidence as this matter is now moot.

The parties were advised that they were given an expedited hearing based on the tenant's request to cancel a 1 Month Notice. As the tenancy has ended by way of the tenant deciding vacate the rental unit as of December 31, 2015, this matter is now concluded.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I dismiss the tenant's application to cancel the 1 Month Notice dated November 6, 2015 as the tenant vacated the rental unit on December 31, 2015, which is the same effective vacancy date the 1 Month Notice would have automatically corrected to pursuant to section 53 of the *Act*.

Conclusion

The tenant's application is dismissed as it is now moot given that the tenancy ended by the tenant's action of vacating the rental unit on December 31, 2015.

As indicated above, the portion of the tenant's application that was severed in accordance with section 2.3 of the Rules of Procedure is dismissed with leave to reapply.

I do not grant the tenant the recovery of the cost of the filing fee as the tenant's application has been dismissed due to the tenant vacating the rental unit.

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: January 11, 2016

Residential Tenancy Branch

