



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RAYMAR REALTY LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, CNE, ERP, LRE, OLC, MNDC, O, RP

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for the following reasons:

- to cancel a 1 Month Notice to End Tenancy for Cause and for the end of employment (the “Notice”);
- for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement;
- for the Landlord to comply with the Act, regulation or tenancy agreement;
- to suspend or set conditions on the Landlord’s right to enter the rental unit;
- for the Landlord to make repairs and emergency repairs to the rental unit;
- for “Other” reasons; and,
- to recover the filing fee.

### Preliminary Issues and Findings

One of the Tenants, the Landlord, and the resident manager appeared for the hearing and took an affirmation to provide truthful testimony in this hearing. The hearing process was explained to the parties and they had no questions about the proceedings. The parties agreed to amend the Application as the Tenants had named the company Landlord and the agent for the Landlord as one party to this dispute. As a result, the company Landlord and the Landlord’s agent were named separately and this was reflected in the style of cause appearing on the front page of this Decision.

At the start of the hearing, the Tenant confirmed that they had vacated the rental unit pursuant to the vacancy date of the Notice on August 31, 2016. The Landlord confirmed this during the hearing. Therefore, I informed the Tenant that the majority of his issues on the Application were now moot. The Tenant was asked about any other issues he wanted to have addressed in this hearing including his monetary claim as details of the amount he was seeking from the Landlord had not been set out on the Application.

The Tenant explained that he did not know that when he disputed the Notice that the outcome of the hearing could have allowed the tenancy to continue. The Tenant testified that because they did not know this, they moved out of the rental unit pursuant to the vacancy date detailed on it. The Tenant stated that as a result, they claim one month's rent from the Landlord for having to vacate the rental unit for moving costs because the Notice was invalid.

In this respect, the Tenants were served the Notice by the Landlord and page two of the Notice explained that the Tenants had ten days to dispute the Notice. Accordingly the Tenants did then make an Application to have the Notice cancelled. If a tenant decides voluntarily and unilaterally to move out of the rental unit in the interim time period before a hearing takes place to determine the validity of the Notice, then I find the tenant is not eligible for any costs relating to the Notice. As the Tenants had moved out of the rental unit by the time of this hearing, the request to have the Notice cancelled was rendered moot. Therefore, there was no requirement for me to make legal findings on the validity of the Notice. Flowing from this, the Tenants are not entitled to compensation related to their decision to vacate the rental unit.

The Tenant asked during the hearing about losses he had incurred during this tenancy. In this respect, I informed the Tenant that he was at liberty to make an Application for loss under the Act, regulation, or tenancy agreement but that he would have to put the Landlord on proper notice of a monetary claim and what the amount he seeks to claim from the Landlord. This will allow the Landlord to know of the case against them and to respond accordingly. The Tenant was also cautioned that he would also have the burden to prove such a claim made against the Landlord.

### Conclusion

The Tenants moved out of the rental unit. Therefore, the Tenants' Application is dismissed without leave to re-apply. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: October 03, 2016

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Residential Tenancy Branch