



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC OLC ERP RP PSF RPP LRE OPT LAT RR FF

Introduction

This hearing was convened to hear matters pertaining to the Tenants' application for Dispute Resolution which was filed on October 21, 2016.

The hearing was conducted via teleconference and was attended by the female Landlord and both Tenants. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Issue(s) to be Decided

- 1) Have the Tenants vacated the property in accordance with the 1 Month Notice?
- 2) Should the Tenants' application for monetary compensation proceed?

Background and Evidence

The parties entered into a written tenancy agreement which commenced on April 1, 2016. Rent of \$1,300.00 was payable on the first of each month. On March 24, 2016 the Tenants paid \$650.00 as the security deposit.

The Landlord submitted that the Tenants had breached the material terms of the tenancy agreement / addendum. As a result, the Landlord personally served the Tenants with a 1 Month Notice to end tenancy for cause on October 14, 2016.

The 1 Month Notice was issued pursuant to Section 47(1) of the *Act* on the prescribed form. The Notice listed an effective date of November 30, 2016 for the following reasons:

- *Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.*

The Tenants confirmed they vacated the rental property as of November 30, 2016.

Analysis

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*. After careful consideration of the foregoing; documentary evidence; and on a balance of probabilities I find pursuant to section 62(2) of the *Act* as follows:

In addition to requesting orders to cancel the 1 Month Notice and orders relating to an ongoing tenancy, the Tenants sought a \$25,000.00 monetary order. The Tenants did not submit a monetary order worksheet and did not provide a clear description or full particulars of what comprised the \$25,000.00 request.

Section 59(2) of the *Act* stipulates that an application for dispute resolution must (a) be in the applicable approved form, (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and (c) be accompanied by the fee prescribed in the regulations.

Section 59(5)(c) of the *Act* stipulates that the director may refuse to accept an application for dispute resolution if the application does not comply with subsection (2).

In consideration that the Tenants vacated the rental unit on the effective date of the 1 Month Notice, November 30, 2016, I find the majority of the Tenants' application to be moot as this tenancy ended. In addition, I find the monetary order request to be lacking as full particulars were not provided to describe what comprised the monetary request. Therefore, the respondent was not fully aware of that claim being made against them. As such I declined to hear the Tenants' monetary request, pursuant to section 59(5)(c) of the *Act*. The Tenants are at liberty to file another application if they wish to proceed with seeking monetary compensation.

Conclusion

The Tenants' vacated the rental unit and their requests for orders relating to an ongoing tenancy were dismissed. I declined to hear the Tenants' monetary request.

This decision is final, legally binding, 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: December 22, 2016

Residential Tenancy Branch

