



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNDC, CNC, PSF, MNDC, LRE, OLC, FF

Introduction

This was a cross-application hearing for Dispute Resolution. The matter was set for a conference call hearing.

On August 18, 2017, the Landlord applied requesting an order of possession based on issuance of a 1 Month Notice To End Tenancy For Cause dated July 20, 2017. The Landlord also requested a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement, and to recover the cost of the application fee.

On June 26, 2017, the Tenants applied requesting a monetary order for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; for the Landlord to provide services or facilities; to set or suspend conditions for the Landlords right to enter the unit; for the Landlord to comply with the Act; and to recover the cost of the application fee.

On August 1, 2017, the Tenant amended her application to include a dispute of a 1 Month Notice To End Tenancy For Cause, and to amend her monetary claim amount.

On August 23, 2017, the Tenant amended her application to include a new total amount of her monetary claim.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

Preliminary and Procedural Matters

After reviewing the Applications from the Landlord and Tenant, I find that the Applications and evidence provided in support of the parties monetary claims are unclear and not organized.

The Landlord's application indicates he is seeking \$50.00; however his evidence indicates he is seeking over \$2,000.00. In addition, The Landlord's evidence of approximately 250 pages is not organized. The Landlord's evidence is not numbered.

The Tenant's application indicates the Tenant is seeking \$3566.45; however the Tenants monetary worksheet indicates that the tenant is seeking \$5102.00. In addition, some of the Tenants evidence is not organized as the pages are not numbered.

The Residential Tenancy Branch Rules of Procedure 3.7 requires that evidence must be organized, clear and legible.

The Residential Tenancy Branch Rules of Procedure provides an Arbitrator with discretion to dismiss unrelated claims with or without leave to reapply. Since the primary issue to determine in this hearing is whether or not the tenancy has ended, I dismiss the Landlord's and Tenant's monetary claims with leave to reapply. If the parties reapply, they are encouraged to review the Residential Tenancy Branch Rules of Procedure and provide full particulars of their monetary claims, and provide organized evidence.

Issue to be Decided

- Has the tenancy ended?

Background and Evidence

The Tenant testified that the tenancy commenced on April 1, 2016. The Landlord testified that the tenancy began April 10, 2016. The parties agreed that they entered into a new fixed term tenancy agreement starting on April 1, 2017 to continue until April 1, 2018. Rent in the amount of \$1,095.00 was due by the first day of each month. The Tenant paid the Landlord a security deposit of \$547.50 and a pet damage deposit of \$547.50.

The Landlord testified that the Tenant was served with a 1 Month Notice To End Tenancy dated July 20, 2017. The 1 Month notice indicates it was posted on the Tenants door. The reason for ending the tenancy within the 1 Month Notice is:

Tenant or a person permitted on the property by the Tenant has:

- Significantly interfered with or unreasonably disturbed another occupant or the Landlord
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written Notice to do so.

The Tenant disputed the 1 Month Notice on August 1, 2017. A hearing for the matter was scheduled for September 8, 2017.

The Landlord and Tenant testified that the Tenant moved out of the rental unit on August 31, 2017.

Analysis

Section 44 of the Act states that a tenancy ends if a tenant vacates or abandons a rental unit.

Based on the evidence and testimony of the parties before me, and on a balance of probabilities, I make the following findings:

I find that the Tenant moved out of the rental prior to the hearing to consider whether or not the Landlord had cause to end the tenancy. Pursuant to section 44 of the Act, I find that the Tenancy ended on August 31, 2017, when the Tenant vacated the rental unit.

I make no finding on whether or not the Tenant had cause to end the fixed term tenancy early. The Landlord's and Tenant's monetary claims and documentary evidence were dismissed with leave to reapply. If the parties reapply for dispute resolution, the issue of whether or not the Tenant is responsible to pay any rent beyond August 31, 2017, and any other monetary claims may be determined at that time.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. Since the parties applications are dismissed with leave to reapply due to a failure to provide full details of the claim and organized evidence, I decline to award the costs of the filing fees.

Conclusion

The tenancy ended when the Tenant vacated the rental unit on August 31, 2017.

Both parties have leave to reapply for their claims for compensation.

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: September 08, 2017

Residential Tenancy Branch