



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNSD, MNDC, CNR, OLC, RR, ERP, PSF, LRE

Introduction

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

On July 14, 2017, the Landlord applied requesting an order of possession based on issuance of a 10Day Notice To End Tenancy For Unpaid Rent. The Landlord also requested a monetary order for unpaid rent and damage and for money owed or compensation for damage or loss under the Act, Regulation, or tenancy agreement; and to keep the security deposit.

On July 4, 2017, the Tenants applied requesting to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. The Tenants also applied for a repair order; 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; and for the Landlord to comply with the Act.

The Landlord and Tenant attended 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.

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 \$10,000.00; however he has not provided a monetary order worksheet to identify what he is claiming and the amount he is seeking. In addition, The Landlord's evidence of approximately 450 pages is not organized. The Landlord's evidence is not organized or numbered. I also find that the Landlord's evidence was late as it was not served to the Tenant in accordance with the timeframes contained within the Residential Tenancy Branch Rules of Procedure.

The Tenant's application does not indicate an amount of a monetary claim.

The Residential Tenancy Branch Rules of Procedure 3.7 requires that evidence must be organized, clear and legible. Section 59 of the Act requires that an application will include the full particulars of the claim.

The Tenant submitted that the Landlord's claims should be dismissed without leave to reapply. He submitted that the Landlord's evidence is preposterous and disorganized and he did not understand some of it. I find that there were issues with both parties' applications, and that the Landlord has a right to pursue his claim for compensation for damage or loss under the Act, Regulation or tenancy agreement.

The Residential Tenancy Branch Rules of Procedure provides an Arbitrator with discretion to dismiss unrelated claims with or without leave to reapply. Since the only issue I am able 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.

The parties were provided an opportunity to settle their claims by engaging in a facilitated settlement discussion. Despite engaging in a lengthy settlement discussion, a settlement agreement could not be reached.

Issue to be Decided

- Has the tenancy ended?

Background and Evidence

The parties testified and agreed that the tenancy commenced on March 1, 2017, as a one year fixed term tenancy. Rent in the amount of \$2,500.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$1,250.00.

The Tenant disputed a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated July 2, 2017.

The Landlord and Tenant testified that the Tenant moved out of the rental unit on August 7, 2017, prior to the hearing for the dispute of the 10 Day Notice.

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 7, 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 monetary claims and documentary evidence are dismissed with leave to reapply. If the Landlord reapplies for dispute resolution, the issue of whether or not the Tenant is responsible to pay any rent, may be determined at that time.

The Tenant's application is also dismissed. The majority of the Tenant's claims are dismissed because the Tenant has moved out of the rental unit. The Tenant did not provided a monetary claim amount in the application for any loss of use or loss service or facility of the rental unit.

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 their claims, I decline to award the costs of the filing fees.

Conclusion

The tenancy ended when the Tenant vacated the rental unit on August 7, 2017.

Both parties have leave to reapply for their monetary claims.

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 15, 2017

Residential Tenancy Branch