



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RIVERWALK VILLAS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) filed by the Tenants under the *Residential Tenancy Act* (the “Act”), seeking to cancel a One Month Notice to End Tenancy for Cause (the “One Month Notice”).

I note that Section 55 of the *Act* requires that when a Tenant submits an Application seeking to cancel a notice to end tenancy issued by a Landlord, I must consider if the Landlord is entitled to an order of possession if the Application is dismissed and the Landlord has issued a notice to end tenancy that is compliant with Section 52 of the *Act*.

The hearing was convened by telephone conference call and was attended by the Tenant H.E.B. (the “Tenant”), and the agent for the Landlord (the “Agent”); both of whom attended at the scheduled time, prepared to proceed. All parties provided affirmed testimony and were given the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

At the outset of the hearing the Agent testified that the Tenants have already vacated the rental unit and the Tenant confirmed that they moved out on September 30, 2017. As a result, I find that the Tenancy ended on September 30, 2017, the day the Tenants moved out of the rental unit.

As a result of the above finding, the Application to cancel a One Month Notice to End Tenancy for Cause is dismissed without leave to reapply.

During the hearing the Tenant also stated that they believe they may be entitled to monetary compensation from the Landlord. I advised the Tenant that in their Application they only sought to cancel a One Month Notice to End Tenancy for Cause. I advised the Tenant that as no amendment was received and no evidence regarding a monetary

claim was before me, I could not make any findings of fact or law in relation to a monetary claim. However, I advised the Tenant that they remain at liberty to file a monetary claim, should they wish to do so.

Conclusion

The Tenants' Application seeking to cancel a One Month Notice to End Tenancy for Cause 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 *Residential Tenancy Act*.

Dated: October 12, 2017

Residential Tenancy Branch