



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNC, PSF, FF

### **Introduction**

This hearing dealt with the tenant's application for dispute resolution, seeking to cancel a notice to end tenancy issued by the landlord for cause, for an order directing the landlord to provide services and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant testified that he did not send his evidence package of 108 pages to the landlord. I informed the tenant that his evidence would not be used in the making of this decision.

### **Issues to be decided**

Has the landlord served a valid notice to end tenancy and has reason to end the tenancy? Is the tenant entitled to an order directing the landlord to provide services? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started in August 2014. The tenant testified that he paid a security deposit of \$250.00. On November 03, 2017, the landlord served the notice to end tenancy for cause. The reasons for the notice were that the tenant was repeatedly late paying rent and that the tenant had adversely affected the quiet enjoyment, security, safety and well-being of another occupant or the landlord.

The tenant testified that the reason for the notice was incorrect because he was late paying rent only twice and not three times as required by legislation for a landlord to seek an end to tenancy. In addition the tenant stated that the effective end date of the tenancy on the notice was incorrect.

The tenant made application to dispute the notice on November 08, 2017 and moved out on December 21, 2017.

The tenant stated that he had paid rent for January by using a combination of his security deposit and cash. The tenant asked the landlord whether she had found a tenant for January and the landlord stated that she had found one for January 15, 2018. I informed the landlord that she should return a half month's rent to the tenant because she did not suffer a loss of income for the latter part of January 2018. During the hearing the tenant provided the landlord with a forwarding address.

### **Analysis**

Since the tenant has already moved out, his application to cancel the notice is moot and accordingly dismissed. The tenant argued that the notice was not valid as the effective date of the notice was incorrect and that he was late paying rent only on two occasions. I explained to the tenant that there was another reason for the notice as check marked by the landlord and that if he intended to move out, he need not have applied to dispute the notice. Therefore the tenant must bear the cost of filing his application.

Since the tenancy has ended the remainder of the tenant's application is moot.

### **Conclusion**

The tenant's application is moot and accordingly dismissed.

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: January 24, 2018

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Residential Tenancy Branch