



Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL FFT OLC

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (“the Act”) for an order as follows:

- to cancel a 1 Month Notice to End Tenancy given for Cause (“1 Month Notice”) pursuant to section 47 *Act*;
- for an order directing the landlords to comply with the *Act* pursuant to section 62; and;
- a return of the filing fee pursuant to section 72 of the *Act*.

Following opening remarks, the tenant acknowledged moving out of the rental unit in December 2017. The tenant stated that she wished to proceed with the hearing, as she felt that the landlords had not used the rental unit for its stated purposes as contained in the 2 Month Notice to End Tenancy. I explained to the tenant, that she had not applied for a monetary award under the *Act*, and that the only issues before me related to her application to cancel the 2 Month Notice and for Orders directing the landlords to comply with the *Act*. Despite being informed that her application was now moot, the tenant explained that she wished to proceed with the hearing.

Issue(s) to be Decided

Can the tenant cancel the landlords 2 Month Notice to End Tenancy?

Should the landlords be directed to comply with the *Act*?

Is the tenant entitled to a return of the filing fee?

Background and Evidence

The tenant explained that this tenancy began on August 1, 2017 and ended on approximately December 23, 2017. Rent was \$1,050.00 and a security deposit collected at the outset of the tenancy was returned to the tenant following the end of the tenancy.

On November 15, 2017, the tenant received a 2 Month Notice to End Tenancy. The tenant disputed this notice, but then moved out of the rental unit in December 2017. The

tenant has applied to cancel this notice and for orders directing the landlords to comply with the *Act*. During the hearing, the tenant said that the landlords were not using the rental unit for the purposes stated in the 2 Month Notice. The tenant argued that she should be entitled to compensation and an apology from the landlords. The tenant was seeking orders to have the landlord complete repairs and renovations to the bathroom for a leaking toilet.

The landlords said they had no submissions to make, as the tenant had vacated the rental unit and the tenancy had ended.

Analysis

Based on the oral testimony of both parties, I find that this tenancy ended in December 2017. The tenant's applications to cancel the landlords' 2 Month Notice to End Tenancy and for an order directing the landlord to comply with the *Act* are therefore moot. I find that there is no standing under the *Act* for a party to seek an apology from one party.

The tenant's application to cancel the landlords' 2 Month Notice and for an order directing the landlords to comply with the *Act* are dismissed.

As the tenant was unsuccessful in her application, she must bear the cost of her own filing fee.

Conclusion

The tenant's application to cancel the landlords 2 Month Notice is dismissed.

The tenant's application for an order directing the landlords to comply with the *Act* is 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: February 13, 2018

Residential Tenancy Branch