



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CORONET REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF

Introduction

On February 14, 2017, the Tenant made an Application for Dispute Resolution to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 9, 2018.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing the Tenant testified that she moved out of the rental unit on February 28, 2018, in accordance with a 2 Month Notice To End Tenancy For Landlord's Use Of Property that she had received from the Landlord.

The Landlord testified that they stopped acting as property managers for the rental unit on January 15, 2018, when the property was sold.

Since the tenancy has ended when the Tenant moved out and the only matter that was before me to decide is whether or not the tenancy will end due to non-payment of rent, I find that there is no need to proceed with the hearing.

The Tenant submitted that she would like the Landlord to repay the cost of the filing fee. She testified that the Landlord did not need to issue a 10 Day Notice to End Tenancy because the Landlord had her security deposit that he could apply to the January 2018 rent.

Analysis

Section 26 of the Act states that a Tenant must pay the rent when it is due under the tenancy agreement, whether or not the Landlord complies with the Act, the regulations, or the tenancy agreement, unless the Tenant has a right under this Act to deduct all or a portion of the rent.

Residential Tenancy Policy Guideline # 17 Security Deposit and Set off provides that a Tenant must not apply all or part of a security deposit to rent without the written consent of the Landlord.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution.

Since the Tenant failed to pay the rent when it was due for January 2018, and did not have prior written consent from the Landlord to apply the security deposit towards rent, I find that the Landlord was justified in issuing a 10 Day Notice to End Tenancy for Unpaid Rent. I find that the dispute of this matter was caused by the Tenant's failure to pay the rent when it was due. I decline an order for the Landlord to repay the \$100.00 fee that the Tenant paid to make application for dispute resolution.

Conclusion

The Tenant moved out of the rental unit on February 28, 2018, prior to this hearing.

Since the tenancy ended prior to the hearing, there is no need to decide whether the tenancy is ending due to non-payment of rent. The Tenant's application is dismissed in its entirety without leave to reapply.

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: March 16, 2018

Residential Tenancy Branch