



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MT, FF

Introduction

This hearing was scheduled for teleconference call to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause and more time to make the application. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the outset of the hearing, I explored service of hearing documents upon each other. The tenants testified that they sent their hearing documents to the landlords via registered mail on June 8, 2018. The landlord confirmed receiving the package of June 8, 2018 but stated that it only contained the tenant's evidence, not the dispute resolution proceeding package. The landlord stated that she understood from an email the tenant had sent her on June 20, 2018 that the tenants had filed to dispute the 1 Month Notice. The landlord explained that she also received an email from the Residential Tenancy Branch so she contacted the Branch and was informed of the teleconference call information. I confirmed to the landlord that this hearing was set to deal with the tenant's request to cancel the 1 Month Notice and I read the details of dispute the tenants had written on their Application for Dispute Resolution to the landlord. The landlord indicated she was prepared to respond to the tenant's application.

As for the landlord's evidence, the landlord stated that she was unable to serve it to the tenants because she did not have a mailing address for the tenants. The landlord stated the tenants vacated the rental unit on June 30, 2018. The tenants confirmed that they did vacate at the end of June 2018. The landlord said that she thought this hearing would be cancelled but when she contacted the Branch she determined it had not been.

The tenants indicated they should not have been served with the 1 Month Notice and they were bullied. I informed the parties that I would not be making any determination

with respect to bullying and that when a tenant vacates a rental unit the tenancy is brought to an end even if the 1 Month Notice had no merit. I informed the parties that, in my view, the remedy sought by the tenants by way of this Application for Dispute Resolution was now moot. The tenants confirmed that they did not wish to regain possession of the rental unit and that their request for cancellation of the 1 Month Notice was a moot point. Accordingly, I dismiss this Application for Dispute Resolution.

The tenants requested that the security deposit be dealt with during the hearing. I provided the parties with some information with respect to return of a security deposit, including the tenant's obligation to give the landlord a forwarding address in writing, but I did not amend the Application for Dispute Resolution to deal with a security deposit as to do so would be prejudicial to the landlords without advance notice of such. I encouraged the parties to familiarize themselves with their obligations and rights with respect to security deposits and pointed them to the Residential Tenancy Branch website and/or Information Officers that are available for further questions. Should the landlords fail to dispose of the security deposit in a manner that complies with the Act, the tenants are at liberty to seek its return by way of another Application for Dispute Resolution.

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: July 25, 2018

Residential Tenancy Branch