



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL ERP LRE OLC RP FFT

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice) dated November 17, 2018, pursuant to section 49 of the *Act*;
- an order for the landlord to make emergency repairs to the rental unit pursuant to sections 33 and 62 of the *Act*;
- an order restricting the landlord's right to enter the rental unit pursuant to section 70 of the *Act*;
- an order for the landlord to comply with the *Act*, regulation and/or tenancy agreement pursuant to section 62 of the *Act*;
- an order for regular repairs pursuant to section 62 of the *Act*; and
- recovery of the filing fee from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The landlords confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding package and evidentiary materials sent by registered mail, and the tenant confirmed receipt of the landlords' evidentiary materials served in person. Therefore, I find that the documents for this hearing were served in accordance with sections 88 and 89 of the *Act*.

The tenant confirmed having received the landlords' Two Month Notice dated November 17, 2018 served to her in person by both landlords, but was unable to recall the exact date. The landlords testified that they served the tenant with the Two Month Notice on

November 17, 2018. The tenant confirmed that she filed this Application for Dispute Resolution to dispute the Two Month Notice on December 2, 2018.

At the outset of the hearing, the tenant confirmed that she no longer resided in the rental unit and had returned possession of the rental unit back to the landlords effective December 31, 2018 when she returned the key. This was confirmed by the landlords.

I explained to the parties that as this tenancy ended on December 31, 2018, with the tenant moving out of the rental unit, the tenant can no longer pursue a dispute of the Two Month Notice. Further to this, the other claims submitted by the tenant were in relation to disputes pertaining to the active tenancy as it was at that time. As there is no longer a tenancy, the remaining claims filed by the tenant are now moot.

As such, the tenant's Application for Dispute Resolution is dismissed in its entirety without leave to reapply. As the tenant's Application is dismissed, the tenant is not entitled to recover the filing fee for the cost of the Application from the landlords.

### Conclusion

The tenancy ended on December 31, 2018, therefore the tenant's Application to dispute the Two Month Notice to end tenancy is dismissed without leave to reapply. As a result, the tenant's other claims pertaining to the active tenancy as it was at the time are now moot, and therefore dismissed without leave to reapply.

As the tenant's Application was dismissed in its entirety, the tenant is not entitled to recover the cost of the filing fee from the landlords.

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 15, 2019

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Residential Tenancy Branch