



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, RR

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; orders to suspend or set conditions on the landlord's right to enter the rental unit; and, authorization to reduce rent payable. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I confirmed service of hearing documents and evidence upon the landlord. I also confirmed the landlord did not provide any written submissions or evidence and intended to respond orally during the hearing.

Shortly after the hearing commenced, I determined that the tenant has already moved out of the rental unit on January 31, 2019. It was also undisputed that the tenant had given written notice to end tenancy to the landlord in December 2018 but withheld rent for January 2019.

Since the tenancy was set to end in January 2019 and the tenant moved out of the rental unit on January 31, 2019 and the landlord has regained possession of the rental unit, I found the remedies sought by the tenant in this application to be moot at this point and informed the parties as such. The parties attempted to introduce evidence concerning events that took place during the tenancy; however, I did not permit such submissions as it was not relevant to the application be me.

The tenant stated that she wanted to give the landlord authorization to retain her deposits totalling \$1,300.00 in satisfaction of the rent she did not pay for January 2019. The landlord stated that the landlord did not intend to return the tenants' deposits. I agreed to authorize the landlord to retain the tenant's deposits by way of this decision

as to do so is beneficial for the landlord and may avoid a future dispute resolution proceeding. Therefore, the landlord is hereby authorized to retain the tenant's security deposit and pet damage deposit in satisfaction of unpaid rent for January 2019.

The parties were informed that they remain at liberty to file future Applications for Dispute Resolution against each other if they intend to seek compensation for any other matters.

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 14, 2019

Residential Tenancy Branch