



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NOBLE & ASSOCIATES PROPERTY MANAGEMENT NOBLE
& ASSOCIATES PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AS CNR FFT OLC

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the "**Notice**") pursuant to section 46;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

The landlords did not attend this hearing, although I left the teleconference hearing connection open until 11:18 am in order to enable the landlord to call into this teleconference hearing scheduled for 11:00 am. The tenant and her husband attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the tenant, her husband, and I were the only ones who had called into this teleconference.

At the outset of the hearing, the tenant testified that she and her husband have moved out of the rental unit, that the tenancy had ended, and that she no longer required any of the relief sought in her application.

Instead, at this hearing, the tenant sought to preempt an application for damages she believes the landlords may bring against her. The landlords did not file a cross-application. The tenant testified that, to the best of her knowledge, the landlords have not made an application for dispute resolution naming her as a respondent.

I am not empowered under the Act to issues order that would preempt an application for dispute resolution brought by another party. Any argument that the tenant would advance in response to a claim made by the landlord for damages is not properly made at this hearing. They would need to be made at an application for damages brought by the landlords. I can only adjudicate this issues set out in the application for dispute resolution (as set out above).

As the tenancy has ended, and the tenant no longer requires any of the relief she has sought in this application, I dismiss, without leave to reapply, the tenant's application in its entirety. This dismissal does not preclude the tenant from making another application against the landlords seeking different relief, or from responding to any claims made against her by either or both 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: March 22, 2019

Residential Tenancy Branch