



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT

Introduction

This hearing was scheduled to deal with a *1 Month Notice to End Tenancy for Cause* dated September 12, 2019 and orders for compliance. The tenant then amended his application to seek cancellation of a *1 Month Notice to End Tenancy for Cause* dated September 26, 2019. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I confirmed that the tenant sent his original proceeding package to each landlord via registered mail and the tenant sent his Amendment to one of the named landlords (referred to by initials KW).

The landlord had prepared a response to the tenant's Application for Dispute Resolution and Amendment and submitted it to the Residential Tenancy Branch. The landlord KW testified that he also sent it to tenant using the rental unit address after the tenant had already vacated because the landlord did not have any other address to use to send the package. The tenant did not receive the landlord's package.

The tenant stated he vacated the rental unit on the effective date of November 1, 2019 that appears on the *1 Month Notice to End Tenancy for Cause* dated September 26, 2019. The tenant stated that although he was of the position the 1 Month Notices were without merit, after filing to dispute the Notices, he subsequently decided to accept that the tenancy would end on the effective date of the second Notice.

The landlord confirmed that the tenant vacated the rental unit on November 1, 2019, stating it was without any notice from the tenant, and confirmed that an Order of

Possession is not required. The tenant confirmed that he did not give a notice to end tenancy to the landlord, stating he decided to vacate due to other events that transpired.

In the circumstances before me, I found the remedies sought and available by way of this application were moot.

The tenant requested that I make a decision with respect to recovery of the filing fee he paid for this application. An Arbitrator has discretion to make an award for recovery of a filing fee from the other party under section 72 of the Act. I declined to grant the tenant's request for recovery of the filing fee since he failed to dispute the 1 Month Notices and then decided to accept the tenancy would end pursuant to the Notice(s) issued by the landlord and not his own notice to end tenancy.

Both parties indicated they wanted to pursue the other party for monetary compensation, including return of the security deposit. As I informed the parties, I am tasked with resolving the Application(s) for Dispute Resolution that is/are before me. Neither party has yet filed an Application for Dispute Resolution to seek monetary compensation against the other and monetary claims are not before me. The parties were given some general information as to how to seek return of or claim against the security deposit and make a monetary claim; however, all parties were strongly encouraged to familiarize themselves with the applicable process by accessing the Residential Tenancy Branch website and/or speaking with an Information Officer with the Residential Tenancy Branch.

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: November 22, 2019

Residential Tenancy Branch