



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, OLC, RP, FFT

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on October 31, 2019 (the "Application"). The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") dated October 24, 2019;
- an order that the Landlord comply with the *Act*;
- an order for regular repairs;
- an or granting the return of the filing fee.

The Tenant, and the Landlord's Agent attended the hearing at the appointed date and time and provided affirmed testimony.

The Tenant testified that he served the Application package as well as documentary evidence to the Landlord by registered mail on October 31, 2019. The Landlord's Agent confirmed receipt. Accordingly, pursuant to sections 88 ad 89 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*. The Landlord's Agent confirmed that the Landlord did not submit any documentary evidence in preparation for the hearing.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules of Procedure). However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

At the start of the hearing, both parties testified and agreed that the tenancy ended on December 1, 2019. As such, the Tenants' Application to cancel the Two Month Notice, an order that the Landlord comply with the *Act*, and an order for regular repairs are now

moot claims. As such, I dismiss the Tenants' Application in its entirety without leave to reapply.

During the hearing the Tenant stated that the Landlord is not following through on the intended purpose of the Notice. The parties were notified that this would require the Tenant to submit a new Application for monetary compensation as the current Application could not be amended to include this claim. During the hearing, the Landlord's name and address for service were re-confirmed. The Landlord's Agent stated that the Landlord's information listed on the Two Month Notice dated October 24, 2019 is a current and valid address for service.

### Conclusion

The parties agreed that the tenancy has ended, therefore, the Tenants' claims are now moot and are subsequently dismissed without leave to reapply.

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: December 17, 2019

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Residential Tenancy Branch