



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNDC, RR, LRE, LA

Introduction

On January 27, 2020, the Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated February 10, 2017. The Tenant also applied for a rent reduction; money owed or compensation for damage or loss; to set conditions on the Landlords right of entry; and an order related to locks and access.

The matter was set for a conference call hearing. The Tenant and Landlord attended the teleconference hearing.

At the start of the hearing I introduced myself and the participants. The hearing process was explained.

Preliminary and Procedural Matters

The Residential Tenancy Branch Rules of Procedure permit an Arbitrator the discretion to dismiss unrelated claims with or without leave to reapply. For example, if a party has applied to cancel a notice to end tenancy, or is applying for an order of possession, an Arbitrator may decline to hear other claims that have been included in the application and the Arbitrator may dismiss such matters with or without leave to reapply.

I find that the most important matter to determine is whether or not the tenancy is ending.

The Tenant's claims for a rent reduction and money owed or compensation for damage or loss are dismissed with leave to reapply.

The Landlord and Tenant provided testimony agreeing that the Tenant moved out of the rental unit on March 15, 2020.

Issues to be Decided

- Is the Landlord entitled to an order of possession?

Background and Evidence

The Landlord testified that the Tenant failed to pay the rent when it was due under the tenancy agreement.

The Landlord testified that the Tenant was served with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated January 20, 2020, ("the 10 Day Notice").

The 10 Day Notice states that the Tenant has failed to pay rent in the amount of \$1,100.00 which was due on January 1, 2020. The Notice informed the Tenant that the Notice would be cancelled if the rent was paid within five days. The Notice also explains the Tenant had five days to dispute the Notice.

The Tenant disputed the 10 Day Notice within the required time period.

Analysis

I find that the Tenant disputed the 10 Day Notice; however, he moved out of the rental unit prior to the hearing.

Pursuant to section 44 of the Act, I find that the tenancy ended on March 15, 2020.

Since the tenancy has ended, I dismiss the Tenant's application to cancel the 10 Day Notice dated January 20, 2020.

Under section 55 of the Act, when a Tenants Application to cancel a notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

The Landlord agreed that he does not require an order of possession to be issued. An order of possession was not issued.

Conclusion

The Tenant disputed the 10 Day Notice; however, he moved out of the rental unit prior to the hearing.

Pursuant to section 44 of the Act, I find that the tenancy ended on March 15, 2020 when the Tenant vacated the rental unit.

The Tenant's claims for a rent reduction and money owed or compensation for damage or loss are dismissed with 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: March 31, 2020

Residential Tenancy Branch