



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Maple Leaf Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, FFT

### Introduction

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

- cancellation of the One Month Notice to End Tenancy for Cause (the Notice), pursuant to section 47; and
- authorization to recover the filing fee for this Application from the landlord, pursuant to section 72 of the *Act*.

The tenants LK and SC called into this teleconference hearing together with the landlord's Office Manager SS.

As both parties were in attendance. I confirmed that there were no issues with service of the tenant's application for Dispute Resolution and evidentiary materials. I find that the landlord was duly served with the tenant's application and evidence, in accordance with sections 88 and 89 of the *Act*. The landlord affirmed that she had not served any evidentiary materials on the tenants.

At the outset of the hearing the tenant's affirmed that they have voluntarily left the rental unit on March 31, 2020.

The tenants had applied to cancel the Notice so the tenancy could continue. This claim is now moot since the tenancy has ended.

Section 62(4) (b) of the *Act*, an Arbitrator may dismiss all or part of an application for dispute resolution which does not disclose a dispute that may be determined under the *Act*. I exercise my authority under section 62(4)(b) of the *Act* to dismiss this application for dispute resolution.

Accordingly, I dismiss the tenants' application in its entirety. The tenants' must bear the cost of the filing fee.

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: April 22, 2020

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Residential Tenancy Branch