



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

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

- an early termination of tenancy and Order of Possession, pursuant to section 56; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

The tenant, the landlords, the landlords' caretaker and an articulated student appearing on behalf of the landlords attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the landlord's application for dispute resolution was posted on the tenant's houseboat on November 24, 2020. The tenant testified that she received it on November 24, 2020. I find that the tenant was served in accordance with section 89 of the *Act*.

Preliminary Issue- Amendment

Section 64(3)(c) of the *Act* states that subject to the rules of procedure established under section 9 (3) [director's powers and duties], the director may amend an application for dispute resolution or permit an application for dispute resolution to be amended.

The landlord's application for dispute resolution listed landlord K.M.'s last name as that of the tenant. Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application for dispute resolution to state landlord K.M.'s correct last name.

Preliminary Issue- Applicability of issues raised in application

Both parties agree that the tenant rented the subject rental property from the landlords. Both parties agreed that the tenant owns two house boats and moored those houseboats on the landlord's property. Both parties agree that they entered into a tenancy agreement for the subject rental property and later, a separate moorage agreement for the moorage of the tenant's two houseboats.

Both parties agree that the tenancy for the subject rental property started on September 29, 2019 and ended on March 15, 2020. Both parties agree that when the tenancy ended, the tenant moved onto one of her house boats, which was moored on the landlord's property, near the subject rental property. Both parties agree that the *Act*, does not have jurisdiction over the moorage agreement.

Both parties agree that the tenant's house boats are no longer moored on the landlord's property.

Based on the above agreed testimony, I find that the issues raised in the application are no longer applicable because the tenancy has ended. The landlord's application is therefore dismissed.

Conclusion

This tenancy ended on March 15, 2020.

The landlord's application is dismissed without leave to reapply as the tenant no longer resides at the subject rental property.

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 08, 2020

Residential Tenancy Branch