



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTURION PROPERTY ASSOCIATES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FFT

Introduction

The tenants had applied to cancel a One Month Notice to End Tenancy for Cause (the “Notice”) under section 47 of the *Residential Tenancy Act* (“Act”). In addition, they had sought recovery of the application filing fee under section 72 of the Act.

Both parties attended the hearing on February 22, 2021, which was held by teleconference.

Preliminary Issue: Tenancy Has Ended

Having reviewed the parties’ evidence and submissions before the hearing, I asked the tenants whether they currently resided in the rental unit. They confirmed that they did not, and that the tenancy had ended on February 1, 2021 (later clarified by the landlord’s agent that the tenancy ended on January 31, 2021).

Given that the sole legal issue before me was whether the tenants were entitled to an order cancelling the Notice, this issue is rendered moot on account of the tenancy having ended. As such, this application shall be recorded as dismissed without leave to reapply.

The tenants had a few brief questions as to whether the tenancy had been ended lawfully, and a question about the landlord’s claim for liquidated damages. I explained that I was unable to address the first question as to whether the Notice was issued lawfully because this is now no longer an issue in this present application. Further, I briefly explained that any issues concerning the landlord’s claim for liquidated damages (including whether the landlord is entitled to those damages) are matters for the arbitrator assigned to the landlord’s hearing on June 7, 2021.

Conclusion

I dismiss the tenants' application, without leave to reapply.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: February 22, 2021

Residential Tenancy Branch