



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNC-MT, OLC**

This hearing 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;
- an order requiring the landlords to comply with the Act, regulation or tenancy agreement pursuant to section 62; and
- more time to make an application to cancel the Notice pursuant to section 66.

All parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant attended the hearing. He was assisted by JS. Landlord JV attended the hearing.

At the outset of the hearing, JV stated that FC was not properly named as a landlord by the tenant. He stated that FC simply collected rent on his behalf. The tenant agreed that this was the case.

Preliminary Issue – Effect of the tenant vacating the rental unit

The parties also agreed that the tenant vacated the rental unit in mid-December 2020. The tenant stated that he believed he was improperly evicted, and the eviction was not for cause, but rather was so that the landlord had sold the rental unit. He wanted the landlord to return his damage deposit and pay him one month's rent. JV denied this was the case. He stated that the tenant did not pay any rent in December, and that was why he kept the damage deposit.

As the tenant has vacated the rental unit, the tenant's application to dispute the Notice is moot. The tenancy ended the day he moved out. As such, I dismiss this portion of the application without leave to reapply.

The tenant cannot alter his application to one for monetary compensation without prior notice to the landlord and without first complying with the Residential Tenancy Branch Rule of Procedure 4. I decline to apply Rule 4.2 (*Amending an application at the hearing*) to add the monetary claims sought, because the landlord could not have reasonably anticipated such an amendment before the hearing.

Preliminary Issue – Failure to describe claim

On the application, the tenant failed to provide any details whatsoever as to what part of the Act he wants the landlord to comply with. Rather he simply checked the box “I want the landlord to comply with the Act, Regulations, or tenancy agreement” and left blank the space where he was instructed to “please describe what you want the landlord to comply with and why”.

As such, I cannot say what this portion of the tenant’s application is about.

Section 62(4)(b) of the Act states:

Director's authority respecting dispute resolution proceedings

(4)The director may dismiss all or part of an application for dispute resolution if [...]

(b)the application or part does not disclose a dispute that may be determined under this Part,

The second head of relief sought does not disclose any dispute whatsoever. As such, it cannot be determined under the Act. Accordingly, I dismiss the second part of the tenant’s application, 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: February 26, 2021

Residential Tenancy Branch